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7-1-1996

## Tucson Unified School District and Tucson Education Association (1996)

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## Tucson Unified School District and Tucson Education Association (1996)

### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

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# Tucson Unified School District and Tucson Education Association (1996)

**Location**

Tucson, AZ

**Effective Date**

7-1-1996

**Expiration Date**

June 1998

**Number of Workers**

Unknown

**Employer**

Tucson Unified School District

**Union**

Tucson Education Association

**Union Local**

Tucson, AZ

**NAICS**

61

**Sector**

Local government

**Item ID**

6178-008b183f004\_02

**Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States  
Department of Labor, Bureau of Labor Statistics

**Comments**

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# ***CONSENSUS AGREEMENT***

**BETWEEN**

**TUCSON UNIFIED SCHOOL DISTRICT**

**and the**

**TUCSON EDUCATION ASSOCIATION**

***JULY 1, 1996 through JUNE 30, 1998***



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## ARTICLE ONE

### DEFINITIONS

1-1 The term **ASSIGNMENT** shall mean:

- A. The schools(s), subject(s) and/or grade level(s) assigned to a MBU.
- B. For individuals assigned to a non-school site department, assignment shall mean the positions assigned to them within that department.

1-2 The term **ASSOCIATION** shall mean the Tucson Education Association. Wherever the term Association is used, it is understood that the President of the Association, or his/her designee, acts for the Association.

1-3 The term **BOARD** shall mean the Governing Board of Tucson Unified School District.

1-4 The term **CHARTER SCHOOL** shall mean a public school established with the TUSD Governing Board as its sponsor, pursuant to Title 15 of the Arizona Revised Statutes.

1-5 THE TERM COMBINATION CLASS SHALL MEAN A CLASS ESTABLISHED AT AN ELEMENTARY SCHOOL WHEN TWO OR MORE GRADE LEVELS ARE COMBINED IN ORDER TO ADHERE TO CLASS SIZE CAPS LISTED IN ARTICLE 22-2.

1-6 The term **CONTINUING TEACHER** shall mean a PERSON EMPLOYED IN A POSITION IN TUCSON UNIFIED SCHOOL DISTRICT WHICH REQUIRES A TEACHING CERTIFICATE FROM THE STATE BOARD OF EDUCATION (INCLUDING COUNSELORS AND LIBRARIANS), and/OR a teacher who has been employed full-time by the District for more than the major portion of three consecutive years, as defined in A.R.S. 15-501.

1-7 The term **CONTACT TIME** shall mean any time during the school day during which a MBU is required to instruct/supervise (excluding supervision paid as extra duty) students.

1-8 THE TERM CORE BLOCK SHALL CONSIST OF NO MORE THAN THREE (3) CONSECUTIVE PERIODS AT THE 6TH GRADE LEVEL, AND NO MORE THAN TWO (2) CONSECUTIVE PERIODS AT THE 7TH GRADE LEVEL.

1-9 The term **DAYS** shall mean working days. Working days are considered to be those exclusive of holidays and weekends. During the school year, working days shall mean teaching days plus duty days. During the summer, working days will be those when the District's Central Administrative Offices are open for business with the public.

1-10 The term **DISCIPLINE** shall MEAN written reprimands, suspensions and terminations.

1-11 The term **DISTRICT** shall mean the Tucson Unified School District.

1-12 The term **EMERGENCY** shall mean an event which a reasonable, prudent person could not have reasonably prepared for and foreseen.



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- 1-13** The term **EXTENDED YEAR OPPORTUNITY SCHOOL (EYOS)** shall mean a format of offering the adopted educational program of the District in designated schools using a calendar which modifies the "traditional" approach to a school year.
- 1-14** The term **EXTRA DUTY** shall mean the duties listed in the Extra Duty Article. Student supervision does not include such volunteer activities as crowd control, sport officiating, time-keeping or other such volunteer tasks performed as a part of interscholastic athletic events.
- 1-15** The term **FACULTY** shall mean the entire teaching body of a school to include, but not be limited to, classroom teachers, resource teachers, exceptional education teachers, counselors and librarians.
- 1-16** The term **FAMILY** shall mean parents, foster parents, step-parents, grandparents, spouse, children, siblings, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, anyone in the metropolitan Tucson area for whom the MBU has major responsibility or an established resident within the household.
- 1-17** The term **LETTER OF DIRECTION** shall mean a letter from a supervisor to a MBU specifying certain directions to be followed.
- 1-18** The term **LETTER OF REPRIMAND** shall mean a letter containing a rebuke of a MBU's conduct which shall be placed in a MBU's personnel file in the Human Resources Department.
- 1-19** A. The term **MEMBERS OF THE BARGAINING UNIT (MBU)** shall mean any or all full-time and part-time members of the Association's negotiating unit, including:

1.

Art Specialist	Ex Ed Teacher
Bilingual Resource Teacher	Ex Ed Itinerant Teacher
Clinical Tech	Ex Ed Transition Coord
Compliance Monitor & Evaluator	Exchange Teacher
Counselor	Family Resource & Wellness Coord
Counselor Intern	Head Athletic Trainer
Counselor Intern - Lead	Hygienist
Curriculum Assistant	Instructional Tech Trainer
Curriculum Generalist	Job Dev Instructor
Curriculum Specialist	Language Arts Specialist
Curriculum Specialist - Bilingual	Librarian
Diagnostician	MBU on Leave
Ex Ed HS Dept Chair	Music Specialist
Nurse Practitioner	Nurse
Occupational Therapist	Social Worker
PE Specialist	Speech Clinician

Physical Therapist	Staff Dev Spec
Project Assistant	Teacher
Project Specialist	Voc Rehab Counselor
Psychologist	Vocational Evaluator

2. Any other positions created during the term of this agreement.

B. All MBUs shall be paid according to the salary schedule(s) as defined in Article 30.

**1-20** **THE TERM MULTI-AGE CLASS SHALL MEAN A CLASS AT AN ELEMENTARY SCHOOL OF MORE THAN ONE GRADE LEVEL ESTABLISHED AS PART OF AN EDUCATIONAL PROGRAM/PHILOSOPHY DESIGNED TO REMAIN IN PLACE FOR MORE THAN ONE YEAR.**

**1-21** The term **NEW SCHOOL/NEW DEPARTMENT** shall mean any existing school designated as a "new school/new department" by Tucson Unified School District Governing Board action.

**1-22** The term **PERSONNEL FILE(S)** shall include those files in the possession of the MBU's supervisor which contain information concerning a MBU, exclusive of the supervisor's personal notes regarding the employee's performance/conduct. The Personnel File maintained by the Executive Director of Human Resources shall be considered the **OFFICIAL PERSONNEL FILE**.

**1-23** The term **PREPARATION** shall mean a lesson plan **FOR A CLASS PERIOD OF MORE THAN FIFTEEN (15) MINUTES** for middle school and high school teachers distinguished by differences in grade level and/or subject matter, and/or bilingual.

**1-24** The term **PRINCIPAL** shall mean any building administrator or the administrator of any work location or functional division in the school district.

**1-25** The term **PROBATIONARY TEACHER** shall mean **A PERSON EMPLOYED IN A POSITION IN TUCSON UNIFIED SCHOOL DISTRICT WHICH REQUIRES A TEACHING CERTIFICATE FROM THE STATE BOARD OF EDUCATION (INCLUDING COUNSELORS AND LIBRARIANS)**, and a teacher who has not been employed full-time by the District for more than the major portion of three consecutive school years, as defined by A.R.S 15-501.

**1-26** The term **PROGRAMMATIC NEED** shall mean specific instruction that must be offered to meet student needs due to federal/state legal requirements, and/or Board designated requirements.

**1-27** The term **RELOCATION** shall mean the move of an exceptional education teacher and his/her students to another site at any time during the year.

**1-28** The term **STUDENT WITH A 504 ACCOMMODATION PLAN** shall mean any non-exceptional education student who has been identified by the District as meeting the criteria specified in Section 504 of the Rehabilitation Act of 1973.

## CONSENSUS AGREEMENT

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- 1-29** The term **SENIORITY** shall mean the number of years in the bargaining unit for MBUs with continuing TUSD employment. For part-time MBUs, seniority shall be pro-rated according to the percentage of the school year worked. Seniority is maintained and accrued during the time a MBU is on a recall list with the District and during any leaves of absence. In the event two or more MBUs have the same date of hire, their seniority rank shall be determined in the order of the last four digits of their Social Security number, lowest number being the most senior.
- 1-30** The term **SITE-BASED DECISION MAKING (SBDM)** shall mean the process of decision making at a worksite in which decision making is shared by the administrator(s), teachers, parents, and educational support personnel.
- 1-31** The term **SITE-BASED DECISION MAKING SCHOOL** shall mean a school that has been accepted into the District's adopted SBDM program and has been placed in one of the **FIRST** four phases of the District's SBDM phase-in plan by the TUSD/TEA Joint Site-Based Decision Making and Charter Schools Committee.
- 1-32** The term **SUBSTITUTE** shall mean a person who holds the appropriate credentials to be a substitute in the State of Arizona.
- 1-33** The term **TEACHER LOAD** shall mean the number of students instructed by a teacher at a middle school and/or high school. Students enrolled in any class period of more than fifteen (15) minutes duration shall be counted as part of a teacher's load.
- 1-34** The term **TEACHER TRAINEES** shall mean student teachers, interns, or any individual participating in a teacher education program.
- 1-35** The term **TRANSFER** shall mean a change from one school or a non-school site department to another school or a non-school site department, resulting from the application of procedures in Articles 7 or 8. The move of an entire school to another location shall not be considered a transfer.
- 1-36** The term **VACANCY** shall mean a budgeted position previously held by a member of the bargaining unit, a newly created budgeted position, or a previously held or newly created budgeted extra-duty position which is not filled administratively through application of Article 8, or assignment in accord with ADA.

## ARTICLE TWO

### GENERAL PROVISIONS

#### **2-1 Discrimination**

- A. The Board shall not discriminate against any MBU on the basis of race, creed, color, national origin, age, sex, marital status, disability, or membership or participation in the Association's activities.
- B. A MBU shall have the right to be free from physical or verbal abuse, mental harassment and racial, ethnic or derogatory and/or defamatory statements.

- C. The rights, privileges and benefits provided by virtue of this Agreement shall be applied equitably to all MBUs.

**2-2 Board Policy**

This Agreement constitutes officially adopted Board policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.

**2-3 Board Powers**

The Board and the Association recognize that the Board and its administrators have certain powers, discretions and duties that, under Federal law, the Constitution and Laws of the State of Arizona, may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application to any MBU covered hereby, shall be found contrary to law by legislative act or court of competent jurisdiction, such provision or application shall have effect in the law only to the extent permitted by law, but all other provisions or applications of this Agreement shall nevertheless continue in full force and effect. The Association and District shall immediately reopen negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

**2-4 Alteration**

No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.

**2-5 Control**

Except for those policies described herein as Agreements between the Board and the Association, the Board has the prerogative and responsibility to formulate and implement such other policies and programs it determines are necessary for efficient and effective operation of the schools. The provisions of this Agreement shall control where any conflict exists between this Agreement and Board policy, practice, custom, writing or intentions not incorporated in this Agreement. This Agreement shall not be used as a reason to deprive MBUs of professional advantage.

**2-6 Summer School**

Should the Board elect to commence operation of its own summer school program (as opposed to contracting out), such program will not be covered under the terms of this Agreement.

## ARTICLE THREE

### ASSOCIATION RIGHTS

**3-1 Facilities**

- A. The Association and its representatives shall be permitted to transact Association business on school property and have the right to use school facilities at reasonable times, provided it does not interrupt scheduled classroom activities or other school functions.

- B. Association meetings may be held in school facilities at any reasonable time that does not interfere with scheduled classes or other school functions. Whenever an Association meeting will be scheduled during the workday at a school, arrangements for the meeting should, as a professional courtesy to the building administrator, be made no later than the day prior to the meeting.

### 3-2

#### Communications

- A. The Association and its representatives shall have the right to post notices of activities and matters of Association concern on bulletin boards. Space on at least one such bulletin board shall be provided in each school building.
- B. The Association shall have the right to use mail boxes and the District delivery service for communications to and from MBUs.
- C. The Association shall, upon request, be granted time at faculty meetings to present reports and announcements.
- D. The Association and the District shall jointly plan and conduct the orientation program for newly hired MBUs.
- E. As respects to Section 3-2-A and 3-2-B above, such use of bulletin boards or mail boxes shall be limited to Association matters authorized by a responsible Association representative, as evidenced by the Association logo. The responsible supervisor at the building, or his/her designee, shall be given a copy of matters posted or deposited in mail boxes prior to actual posting or depositing. Documents deposited or posted may not include any defamatory material or advocate insubordinate acts.

### 3-3

#### District Information

- A. The District agrees to furnish the Association available information concerning the financial resources of the District, including but not limited to financial reports, tentative budgetary requirements and allocations, agendas and minutes of Board meetings and seniority lists. The District also agrees to provide the Association with information needed by the Association to develop constructive negotiation proposals, provided, however, that the District shall not be required to prepare reports or surveys. The District further agrees to provide the following information to the Association:
  - 1. Names, addresses, assignments and work sites of all MBUs hired by the District within 20 days of the date the individual starts working or the Board approves the contract, whichever is earlier;
  - 2. All vacancy notices will be sent to the Association on the first day of each week;
  - 3. Lists of all completed transfers on the first day of each month;
  - 4. Lists of all reinstatements, replacements, new positions and contract changes by the third Wednesday of each month;
  - 5. Lists of all terminations, resignations, retirements, leaves of absence and any other separations by the third Wednesday of each month;

## CONSENSUS AGREEMENT

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6. Lists showing MBUs assigned to each building by the first day of each month;
  7. Lists of all extra duty assignments, including name, school, assignment and extra duty assignment by November 1 and March 1 of each year;
  8. Lists of substitutes in alphabetical order by October 1 and February 1 of each year;
  9. Seniority lists by date of hire and alphabetical order by October 1 and March 1 of each year;
  10. Class size lists per MBU by building by October 15th and February 15th of each year;
  11. Lists of the specific administrators responsible for the distribution, preparing and compiling of the data listed in the Consensus Agreement by August 1 of each year.
- B. The Association shall receive copies of appropriate new or modified fiscal, budgetary or construction programs at such times as they are transmitted to Board members for final actions.
- C. All other information requested from the District will be provided to the Association in a timely manner.

3-4

### TEA Representatives

- A. Members of the TEA Board of Directors and members of official committees shall be permitted to leave the buildings at students' dismissal time in order to attend scheduled Association business.
- B. Past practice concerning released time for TEA representatives shall be continued for AEA Delegate Assembly, time spent as a member of the TEA Bargaining Team, and TUSD/TEA consultations or involvement in a third step grievance hearing or arbitration proceeding. No individual shall be entitled to more than twenty (20) days of released time per school year for TEA/AEA/NEA activities, except time spent as a member of the TEA Bargaining Team, in TUSD/TEA consultations or involvement in a third step grievance hearing or arbitration proceeding shall not be counted in the twenty (20) day limitation.
- C. The following released time shall be provided and substitute salary shall be paid by the Association:
1. Released time requiring substitutes and requested for members of the Association's bargaining team prior to March 1.
  2. Released time requests requiring substitutes which exceed forty (40) days. The following released time will not be included in those forty days:
    - (a) AEA/NEA delegate assembly;
    - (b) Time spent as a member of the Association's bargaining team on or after March 1;
    - (c) TUSD/TEA consultations;
    - (d) Level III grievances or arbitrations.

## CONSENSUS AGREEMENT

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- D. TEA will notify in writing the Executive Director of Human Resources in advance of released time requests. If the request is for AEA/NEA Delegate Assembly, time spent as a member of the bargaining team; a TUSD/TEA consultation; or a Level III grievance/arbitration, the written notification will indicate the reason.
- E. The Association will provide the District with the names of Association Representatives in each building and those members of official committees by October 15 and February 15 of each year of this Agreement.

3-5

### Association President

The Association President shall be entitled to an unpaid leave during the term of his/her office. All benefits to which the Association President was entitled at the time of his/her unpaid leave, including unused accumulated leave and credits toward sabbatical eligibility, will be restored to the Association President upon his/her return to active employment and the Association President shall be placed on the same position of the salary schedule as if he/she had taught in the District during the unpaid leave of absence as Association President.

3-6

### Notification

The District will print under the same cover, the White Collar/Food Service and the Consensus Agreements for each employee in the bargaining units thirty (30) calendar days from the date of Board ratification. 5,250 copies of the employee agreements will be provided to the Association for distribution to each employee in the bargaining units. The District shall provide a copy to each new employee hired during the year. The Association shall pay \$2,000 towards the cost of printing the employee agreements, and should they request additional copies during the term of this Agreement, the cost will be paid by the Association.

3-7

### Payroll Deduction

- A. Upon receipt of written authorization from individual MBUs, the Board agrees to deduct from the salary of members of the Tucson Education Association the annual amount due and payable by the MBU as now fixed and as hereafter increased or changed as certified by the Association. The Board further agrees to promptly transmit all such monies so deducted to the Association on a bi-monthly basis.
- B. The MBU's written authorization shall remain in effect during the term of employment of the MBU unless he/she revokes his/her authorization. Revocation shall be accomplished exclusively in the following manner: The individual MBU shall initiate the requested revocation by providing written notice to the Association no later than August 1 of each year. The Association shall submit all revocations received by August 1 to the District no later than September 1 of each year.
- C. The deductions shall be made in equal amounts starting with the first full pay period after the start of the school year, or the first full pay period after District receives the MBU's authorization.

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- D. If authorized by the individual MBU in the event the MBU's employment is terminated by resignation or otherwise, the balance of dues for that year shall be deducted from the final salary warrant. If the balance due the Association is greater than the final salary warrant, the Board neither has liability for the difference, nor any obligation to recover said amount for the Association. In addition, the Association agrees to indemnify the Board against any actions taken by any person for making any payroll deductions as specified in this Article.

3-8

### **Consultation**

Upon request of the Association or the District, the Association and the District agree to meet and consult upon matters of concern. Released time may be granted to allow MBUs to participate in TUSD/TEA consultations.

3-9

### **Exclusivity**

- A. All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.
- B. The District may consult with any individual or organization on any topic, but will negotiate only with the Tucson Education Association.
- C. As the exclusive representative of employees as defined in Article 1-1, Tucson Education Association (TEA) is obligated to represent all employees in the bargaining unit as defined in Article 1-2 in good faith.
- D. The Association shall indemnify and save harmless the District from and against any and all claims, damages or suits or other forms of liability which may arise out of or by reason of any action taken by the District or the Association for the purposes of complying with this Article.

3-10

### **Committees**

Information regarding District committees formed to make recommendations which impact on MBUs' terms and conditions of employment will be provided to the Association. Such committees will include Association participant(s). Recommendations for Association participant(s) will be made to the Superintendent by the Association President. Examples of such committees are curriculum committees, planning book committees, and report card committees.

## **ARTICLE FOUR**

### **NEGOTIATION PROCEDURE**

4-1

#### **Recognition**

The District recognizes the Association as the exclusive representative of all MBUs in the District and shall negotiate terms and conditions of employment with the Association in accordance with the following procedure:



**4-2 Procedure**

- A. Both parties agree to negotiate in good faith. The obligation of good faith negotiations does not compel either party to agree to or to make a concession on a specific issue. The District shall make available to the Association the proposed budget for the next fiscal year as soon as it is available, including preliminary information concerning MBU salaries. The District shall provide the Association with public information requested by the Association.
- B. Negotiations shall be conducted in closed session unless both parties agree to the contrary. Either party may designate its own representatives and may utilize the service of consultants.
- C. Tentative agreement of individual items reached during negotiations shall be reduced to writing, dated and signed by the team's spokespersons. Tentative agreement of individual items shall be conditional upon the approval of the entire agreement by both parties. All tentative agreements negotiated by the negotiations teams are subject to formal ratification by the members of the Association and adopted by the District. After ratification by both parties, representatives of the District and Association shall sign the Agreement.

**4-3 Timelines**

Negotiations shall begin no later than March 1st. If no agreement has been reached by April 15th as a result of good faith negotiations, either party may declare an impasse and the issues in dispute shall be submitted to mediation/arbitration.

**4-4 Impasse**

- A. Should the District and the Association be unable to agree within five (5) working days upon a mediator-arbitrator, the American Arbitration Association shall be requested to furnish a list of five (5) mediator-arbitrators from which the parties shall select a mediator-arbitrator in accordance with American Arbitration Association rules. The format, dates, and times of meetings shall be conducted in closed sessions. The costs for the services of the mediator-arbitrator including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the District and the Association.
- B. The mediator-arbitrator shall first attempt to resolve the dispute through the mediation process. Should this process fail, that person shall then function as the arbitrator of the issues remaining in dispute. Within ten (10) working days after the conclusion of arbitration hearings, the mediator-arbitrator shall submit a report in writing to the District and Association only and shall set forth in the report the findings of fact, reasoning, and recommendations on the issues submitted. The report shall be advisory only and binding neither on the District nor Association. Within five (5) days after receiving the report of the mediator-arbitrator, the representatives of the parties shall meet to discuss the report. No public release shall be made until after such meeting. The respective parties shall take official action on the report of the mediator-arbitrator no later than fifteen (15) days after the meeting described above.

4-5

**Expiration**

If recognition is lost pursuant to the following procedures, this Agreement shall be considered null and void upon the expiration date of this Agreement.

4-6

**Decertification Petition**

**A. Petition**

1. A petition for an election to decertify the Association may be filed with the Superintendent by a MBU within the unit or a teacher organization.
2. The petition shall contain the following information:
  - a. The name, address and telephone number of the petitioner, and the name, address and telephone number of the agent to be contacted, if any.
  - b. A description of the established unit.
  - c. The approximate number of teachers in the established unit.
  - d. A statement that the teachers in the established unit no longer desire the Association as their exclusive representative.
3. The petition shall be signed by at least 30 percent of the members in the established unit.
4. The petitioner shall concurrently serve a copy of the petition to the District, the Association and any other teacher organization known to claim to represent MBUs.

**B. Election**

1. Upon receipt of a petition for decertification, the Board may conduct a representation election under impartial auspices. The costs for such an election shall be defrayed equally by the petitioning organization and the District.
2. A petition shall not be considered whenever a representation election has been held within the 12 months immediately preceding the filing of the petition. If there is an existing agreement in effect, the petition must be initiated, signed, and delivered to the Board within 90 to 120 working days prior to expiration of the agreement to fulfill the requirement for receipt of a valid petition for decertification.

**ARTICLE FIVE**

**GRIEVANCE PROCEDURE**

5-1

**Definitions**

**A. Grievance**

A grievance is an alleged violation of the terms and conditions of the Consensus Agreement.

**B. Immediate Supervisor**

1. In any school, the immediate supervisor is deemed to be the building principal, or principal designee or acting principal in his/her absence.

2. In the case of a MBU serving more than one school, the immediate supervisor shall be deemed to be the supervisor with whom the grievance has been filed.
3. In the case of a MBU not assigned to an individual school, the immediate supervisor is deemed to be the administrator by whom the MBU is evaluated.

**5-2 Purpose**

The purpose of this grievance procedure is to secure equitable solutions to a claim of the aggrieved person in an equitable manner and at the lowest possible level.

**5-3 Grievance: Level One**

- A. A MBU with a Level I grievance shall first present it orally to the immediate supervisor within fifteen (15) days from the occurrence of the alleged violation, or fifteen (15) days from the time the alleged violation is known to the MBU or the Association.
- B. When presenting a Level I grievance, the MBU must specifically inform the immediate supervisor that the presentation is a Level I grievance. A Level I grievance shall include the following:
  1. Date of alleged violation;
  2. Section of Agreement allegedly violated;
  3. Relief requested.

**5-4 Grievance: Level Two**

- A. If resolution is not reached by means of the Level I grievance procedure, the MBU shall have five (5) days from the date of the Level I grievance meeting to file a written grievance. The grievant may present a claim in writing to the immediate supervisor, either directly or through the Association.
- B. A written grievance shall meet the following specifications:
  - It shall be specific;
  - It shall contain a synopsis of the facts giving rise to the alleged violation or misinterpretation;
  - It shall contain the specific section of this Agreement which has been allegedly violated;
  - It shall state the relief requested;
  - It shall contain the date of the alleged violation;
  - It shall be signed by the grievant.
- C. Within five (5) days after receiving the written claim of grievance, the immediate supervisor shall state the decision in writing and forward to the Superintendent or designee and the grievant and the Association.

**5-5 Grievance: Level Three**

- A. Within ten (10) days after receiving the written decision of the immediate supervisor (or within twenty (20) days from the date the Level I was filed if there was no

written response to the Level II), the aggrieved person may, either in person or through the Association, submit a written appeal from the immediate supervisor's decision to the Superintendent or Superintendent's designee. Said appeal shall be accompanied by copies of the original claim of grievance and the immediate supervisor's written decision, and shall state with particularity objections to that decision. The Superintendent or designee shall investigate the claim, evaluate the evidence, and, within ten (10) days after receiving the written appeal, state in writing a decision.

- B. A copy of the original grievance and the Level III decision shall be sent to the Association at the same time the Level III decision is provided to the grievant.

5-6

**Grievance: Level Four**

If the response of the third level of review does not result in resolution of the grievance, the Association, on behalf of the grievant, may invoke this Level IV procedure within ten (10) days of receipt of the Level III decision. The Superintendent or designee and the Association shall submit the issue and schedule a hearing date with the selected arbitrator within five (5) days of the filing of the grievance at Level IV.

5-7

**Selection of Arbitrators:**

The selection of arbitrators to hear TEA grievances shall be accomplished in the following manner:

TEA and TUSD shall agree on a list of eight (8) arbitrators that are acceptable to both TEA and TUSD. The arbitrators shall be placed on a list in alphabetical order and assigned in that order as each grievance is filed. The intent is to rotate arbitrators so that all arbitrators on the list hear an equal number of grievances. If an arbitrator's schedule prevents a mutually agreeable hearing date from being scheduled with an arbitrator within forty-five (45) calendar days of filing for arbitration, then the next arbitrator on the list shall be assigned that grievance.

5-8

**Arbitration**

- A. The arbitrator shall be bound by the following:
1. The arbitrator shall neither add to, detract from, nor modify the language of this Agreement;
  2. The arbitrator shall expressly be confined to the precise issues jointly submitted by the parties. If the parties are unable to reach agreement on the submission of issues, the arbitrator shall formulate the issue to be determined.
- B. The findings and recommendations for relief of the arbitrator shall be advisory. A copy of the decision shall be submitted to both parties within thirty (30) days of the hearing. The fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses shall be borne by the incurring party.

**5-9 Time Limits**

- A. Failure at any step in this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved to proceed to the next step.
- B. Failure at any step to appeal a grievance to the next higher step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time limits specified in the grievance procedure may be extended in any specific instance only by mutual written consent of both parties.

**5-10 Non-Discrimination**

Neither the District nor the MBU shall discriminate against the other because of their exercise of rights granted by this claim.

**5-11 Group Grievance**

If, in the judgment of the Association representative, the grievance affects a defined group of MBUs, the Association may pursue the grievance at Level III. Prior to filing the written Level III grievance, TEA shall first present the grievance orally to the Superintendent's designee in accordance with the Level I provision.

**5-12 Hearing and Decisions**

- A. At each of the levels, the aggrieved person and his/her representative shall be given a reasonable opportunity to be heard. Hearings at each level will be held at times mutually agreeable to both the District and Association.
- B. All decisions at Levels II and III shall be in writing and shall include supporting reasons. Copies of all decisions and recommendations shall be promptly furnished to all parties in interest, including the aggrieved person and his/her representative.
- C. All decisions shall be implemented within ten (10) days unless stated otherwise in the decision.

**5-13 Forms**

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary or related proceedings, shall be prepared by the administration after consultation with the Association. Multiple copies, one (1) copy to be retained by the aggrieved person, shall be available upon request from TUSD Employee Relations or the Association.

**5-14 Information**

- A. Reasonable access shall be made available to records and files of all unprivileged information necessary to the determination and processing of any grievance.
- B. Only the following grievance information may be placed in a MBU's personnel file:
  - 1. Receiving additional monies/benefits;
  - 2. Placement on a salary schedule at a higher rate of pay;
  - 3. Placement in a position;
  - 4. Leave of absence and sabbatical approvals.

## ARTICLE SIX

### ASSIGNMENT

6-1

#### Qualifications

- A. MBUs shall not be required to accept assignments outside the scope of their certification, endorsement, or North Central requirements, if applicable.
- B. By mutual agreement, teachers who are lacking 12 or fewer units to be properly certified and qualified to fill a vacancy may be assigned the position tentatively and shall satisfactorily complete the units and provide evidence thereof by their first contract day.
- C. Any position in in-house suspension programs shall be filled with a teacher.

6-2

#### Site Assignments

MBUs shall not be required to accept assignments to more than five (5) sites, with the following exceptions:

Adaptive P.E. Teachers	Itinerant Teachers of Hearing Impaired
African American Studies "At-Large Specialists"	Job Development Instructor
Bilingual Curriculum Specialists	Nurse Practitioners
Bilingual Diagnostic Team	Occupational/Physical Therapists
Dental Hygienists	Teachers of Visually Impaired
Diagnosticians	Vocational Counselors
Exceptional Education Counselors	Vocational Evaluators
Homebound Teleteaching	Vocational Rehabilitation Counselors

6-3

#### Split Schedule

No MBU shall be required to accept a split schedule.

6-4

#### Initial Assignments for the Following School Year

- A. No later than FEBRUARY 15 ~~February 1~~ of each year, MBUs shall be asked in writing by the principal, designee or other appropriate District administrator, and/or department chairperson to identify their preferred assignment at their site(s), including the subject, grade level, extra duty assignments and/or schools (for MBUs assigned to more than one site).
- B. No later than April 1, each MBU shall be notified in writing of his/her tentative assignment for the following year. Exceptions are:
  - 1. May 15 for Exceptional Education MBUs; and
  - 2. First contract day of the next school year for itinerant music teachers.
- C. **Itinerant Music Teachers**  
No later than their last contract day, traveling music teachers shall submit their suggested schedules for the next school year to their site administrator(s) and the Assistant Director for Fine Arts. Tentative schedules developed by the District for traveling music teachers will be provided to them by their first contract day.

Traveling music teachers will have an opportunity for a consultation to suggest changes in their schedules prior to the opening of school.

- D.** Assignments shall be based on:
1. TUSD curriculum;
  2. Needs of students based on enrollment and registration;
  3. Class sizes and staffing ratios as per the Consensus Agreement;
  4. The MBU's stated preference, education and experience.

The District may assign teachers to different subjects and/or grade levels within a school.

- E.** Any counseling or librarian vacancy shall be advertised and filled via the transfer process.

**6-5**

**Assignment Changes**

- A.** Assignments shall not be changed without prior consultation with the MBU; however, if the assignment must be changed before the MBU reports to work the following year, and every reasonable effort has been made to consult without success, the MBU will then be notified in writing.
- B.** For Non-Exceptional Education MBUs assigned to more than one site, the addition, deletion, or exchange of less than 65 percent of site working time shall be an assignment change and not a transfer if it occurs prior to September 14 of each year. The addition, deletion or exchange of 65 percent or more of site working time shall be a transfer. Any change of site working time after September 14 of each year shall be a transfer.
- C.** For Exceptional Education MBUs, any change in site working time before November 8 shall be considered a reassignment. In the event of a reassignment of a Exceptional Education MBU, the Exceptional Education MBU shall be provided two (2) working days "relieved of regular duties" to complete the reassignment.

**6-6**

**Application**

No assignment shall be arbitrary, capricious, or without basis in fact.

**6-7**

**Return from Leave**

- A.** A MBU on a full-time leave of absence for one school year or less will return to his/her previous site/school and will be assigned first in accordance with the provisions of Article 6.
- B.** MBUs on a fractional leave of absence will return to the site and FTE held at the time of their original request for a fractional leave.
- C. Job Sharing**  
After expiration of a leave of absence granted for the purpose of job sharing, if vacancies do not exist at the site, Article 8 will apply.

## ARTICLE SEVEN

### VACANCY RECRUITMENT AND SELECTION

#### 7-1 Vacancy Criteria

- A. The criteria for voluntary transfers are:
1. Provide the best quality education for students and improve morale for individual MBUs; or
  2. Meet the economic, educational or affirmative action needs of the District.
  3. Transfer shall not be used as a substitute for evaluation or disciplinary action. Transfer in no way reflects on the competency or the qualifications of any MBU transferred for any reason.

#### 7-2 Posting Criteria

- A. Each vacancy posting, except an extra duty vacancy, shall include:
1. School, position, grade/subjects or subject to be taught;
  2. District and/or State Certification requirements;
  3. District and/or State Endorsement requirements;
  4. District and/or North Central Education and/or training requirements;
  5. District, State or Federal Affirmative Action requirements;
  6. Performance Responsibilities, including programmatic needs; and
  7. Date job begins.
- B. Vacancies shall be posted at each site for at least five days prior to the closing date and provided to TEA. Vacancy information is also available on the twenty-four hour job line (617-7216) and Tucson Cable Channel 56.
- C. No vacancy notice shall be constructed in an arbitrary or capricious manner or without basis in fact.
- D. Vacancies shall be filled within fifteen (15) days of the Human Resources Department knowing a vacancy will occur.

#### E. VACANCIES

1. A COMPREHENSIVE LIST OF ALL VACANCIES FOR THE FOLLOWING SCHOOL YEAR WILL BE ADVERTISED NO LATER THAN THE FIRST MONDAY IN APRIL. THIS LIST SHALL INCLUDE POSITIONS OCCURRING AFTER FEBRUARY 1 THAT WERE FILLED WITH SUBSTITUTES AND THOSE VACANCIES FILLED BY NEW HIRES AFTER SEPTEMBER 14 OF THE CURRENT SCHOOL YEAR.
2. VACANCIES FOR THE FOLLOWING SCHOOL YEAR WHICH REMAIN UNFILLED AS OF JUNE 29, OR BECOME VACANT AFTER JUNE 29, WILL BE OFFERED TO AND FILLED WITH QUALIFIED MBUS IN ACCORD WITH 8-4-E.



3. VACANCIES FOR WHICH THERE ARE NO QUALIFIED MBUS WILL BE ADVERTISED FOR NEW HIRES. PROVIDED THERE ARE NO QUALIFIED MBUS WHICH MUST BE ASSIGNED IN ACCORD WITH 8-4-E.
4. A SUBSTITUTE MAY BE USED FOR ANY VACANCY OCCURRING AFTER FEBRUARY 1, OR ANY POSITION VACANT BETWEEN THE FIRST CONTRACT DAY AND SEPTEMBER 14.
5. VACANCIES OCCURRING FROM AUGUST 14 THROUGH MAY 22 (AUGUST 14 THROUGH JUNE 30 FOR EYOS SCHOOLS) SHALL BE ADVERTISED FOR NEW HIRES. THE POSITION WILL BE ADVERTISED FOR MBUS TO VOLUNTARILY TRANSFER ONLY IF THERE ARE NO QUALIFIED NEW-HIRE APPLICANTS.

7-3

**Applicant Criteria**

- A. All vacancies (excluding extra duty) shall be filled first by members of the bargaining unit, EXCEPT AS PROVIDED FOR IN ARTICLE 7-2-E-5, who meet the following criteria:
  1. District and/or State Certification requirements;
  2. District and/or State Endorsement requirements;
  3. District and/or North Central Education and/or training requirements;
  4. District, State or Federal affirmative action requirements;
  5. Performance responsibilities, including programmatic needs.
- B. MBUs who wish to be considered for a posted vacancies shall complete an application signed by the immediate supervisor or designee (such signature is not a condition of transfer) and submit it to Human Resources Dept. Applications submitted through the school or U.S. Mail will not be considered if postmarked or received after the closing date.
- C. MBUs will apply for no more than five (5) vacancies per posting for which he/she qualifies.
- D. DITs and MBUs returning from a Board approved Leave of Absence of more than one year will be provided a list of vacant positions.
- E. Any Mbu who is involved in a Plan for Improvement may be prohibited from transferring.

7-4

**Candidate Selection**

- A. For vacancies defined in 7-2-E-1 for the following school year: Up to the four (4) most senior qualified MBUs (voluntary transfers, DITs, return from leave, and RIFs) shall be referred to the site administrator for interview. For those positions filled after SEPTEMBER 14 ~~September 21~~ (referenced in 7-2-E-1), the four (4) most senior, plus the incumbent, shall be referred for interview. The site administrator will interview and select from the referred applicants.

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- B.** For vacancies defined in 7-2-E-2 for the following school year: UNASSIGNED MBUs SHALL BE ASSIGNED TO A POSITION IN ACCORD WITH 8-4-E BEGINNING JUNE 30.
- C.** For vacancies defined in 7-2-E-5: AN ASSIGNMENT WILL BE NOT COMPLETED UNTIL THE ASSOCIATION AND DISTRICT AGREE THAT THE TRANSFER IS APPROPRIATE.
- D.** No vacancy shall be filled in an arbitrary, capricious manner or without basis in fact.
- E.** **Candidate Notification**

  - 1. MBUs referred for interview will be notified of selection OR NON-SELECTION within fifteen (15) days of the position being filled OR WITHDRAWN.
  - 2. MBUs will receive written notification from the Human Resources Dept. when they have been selected to fill a vacant position. The MBU will have two (2) days from date of receipt to decline the position. Failure to decline denotes acceptance.
- F.** When a MBU has been selected as the successful candidate for a vacancy during the school year, the MBU shall be allowed two (2) working days to complete the transfer of their materials to the new location.

7-5

**Extra Duty**

- A.** All extra duty vacancies LISTED IN ARTICLE 29-1, 29-2, AND 29-4 (except as provided in 7-5-C) shall be filled by MBUs, providing they meet the following criteria:

  - 1. District experience requirements;
  - 2. District, State or Federal Affirmative Action requirements;
  - 3. Performance Responsibilities;
  - 4. District and/or State certification requirements.
- B.** Each extra duty vacancy posting shall include:

  - 1. School;
  - 2. Extra Duty;
  - 3. District, State or Federal Affirmative Action requirements;
  - 4. District experience requirements;
  - 5. Performance Responsibilities;
  - 6. Stipend to be paid;
  - 7. Date job begins;
  - 8. District and/or State Certification requirements.
- C.** District applications from non-MBUs will not be considered for any high school/MIDDLE SCHOOL coaching vacancy unless there are fewer than three (3) MBUs who meet the minimum qualifications. If there are fewer than three (3) MBUs meeting the minimum qualifications, the District may recruit outside applicants to bring the pool up to four (4).

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- D. Each student council, vocal music and safety patrol assignment in an elementary school shall be posted only within that school.
- E. The following extra duty vacancies in middle schools shall be posted only within the school where the extra duty vacancies occur: audio visual; student council; newspaper and yearbook; intersessions; and spirit line. ~~This reference to "Intersessions" only applies until August 1, 1996.~~
- F. The following extra duty vacancies in senior high schools shall be posted only within the school where the extra duty vacancies occur: class sponsor; student council; Manager of Interscholastic Activities and Spirit Line. Head librarian, department chairperson, newspaper, yearbook and debate/speech shall be posted only within the school where the vacancy occurs if they are not combined with a teaching vacancy.
- G.
  - 1. Only the following extra duty vacancies may be combined with teacher vacancies: Head librarian; department chairperson; middle and senior high school fine arts; and senior high school newspaper, yearbook and debate/speech.
  - 2. Extra duty positions that are combined with teaching positions shall be posted and filled in accordance with Section 7-1, 7-2, 7-3 and 7-4 of this Article. If more than one applicant meets the extra duty vacancy criteria for extra duty positions that are not combined with teaching positions, the appropriate administrator will make the selection.
- H. No extra duty vacancy shall be filled in an arbitrary, capricious manner or without basis in fact. No extra duty vacancy notice shall be constructed in an arbitrary or capricious manner or without basis in fact.

## ARTICLE EIGHT

### INVOLUNTARY ASSIGNMENT/RELOCATION

8-1

#### Criteria

- A. The criteria for transfers and relocations are:
  - 1. Provide the best quality education for students and improve morale for individual MBUs; or
  - 2. Meet the economic, educational or affirmative action needs of the District.
  - 3. Transfer shall not be used as a substitute for evaluation or disciplinary action. Transfer in no way reflects on the competency or the qualifications of any MBU transferred for any reason.
- B. Any MBU who is involved in a Plan for Improvement may be prohibited from transferring.
- C. When it has been determined that a District-initiated transfer is necessary and there are no volunteers, the least senior MBU in that particular building, department, or program shall be transferred, provided that certification and North Central requirements are met.

- D. No District-initiated transfer shall be arbitrary, capricious or without basis in fact.
- E. A MBU who is a District-initiated transfer shall not be required to be a District-initiated transfer again prior to the following school year.

**8-2 Time to Complete Transfers or Relocation**

- A. Whenever a transfer, relocation, or an entire school is moved, MBU(s) shall be allowed two (2) working days relieved of regular duties to complete the transfer.
- B. When a MBU has been designated as a District-initiated transfer during contract days, that MBU shall be given two (2) days off for the purpose of visiting schools at which vacancies exist, prior to specifying his/her preferred school assignment.

**8-3 Relocation**

- A. Before the District makes a decision to move a class from one school site to another, the District will hold a meeting with all MBUs that might be affected by the possible relocation. The purpose of this meeting is to discuss the necessity of the possible relocation and to seek feedback from those that might be affected.

If the District does decide to relocate a class, a second meeting will be held to inform affected MBUs of the reasons for relocation.

- B. If relocation occurs, the affected MBU has the choice of moving with his/her class or being designated as a DIT and placed in accord with Article 7 or 8.
- C. A MBU involved in a relocation must make his/her decision known within three (3) days of notification of such relocation.

**8-4 District-Initiated Transfers for the Following School Year**

- A. A District-initiated transfer for the following school year shall take place no sooner than the third Monday in March and no later than SEPTEMBER 14. ~~September 21~~.
- B. If the District determines that a District-initiated transfer is necessary, the faculty shall be informed as to the reasons for the transfer. The Principal shall communicate the necessity for the transfer and request volunteers for a District-initiated transfer. There shall then be three (3) days in which to determine if a MBU wishes to volunteer to be a District-initiated transfer. No District-initiated transfer from a site or program shall begin until the three (3) day time period for volunteers has passed, except for any District-initiated transfers in the months of August and September, at which time there will be a one (1) day time period. If more than one MBU meets the requirements for a voluntary DIT, then the most senior MBU shall be designated as the DIT. If only one MBU meets the requirements for a voluntary DIT, he/she shall be designated as the DIT. In any event, a voluntary DIT will only be accepted as the DIT provided their transfer meets the criteria listed in Article 8-1-A.

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- C. A personal conference shall be initiated with the MBU designated as a District-initiated transfer by his/her immediate supervisor. A written notice of transfer which states the reasons for the transfer will be provided to the DIT either at the conference or within five (5) days following the conference. During said conference the reasons for transfer shall be discussed and the MBU shall have an opportunity to express any concerns regarding such transfer. At said conference the MBU shall be informed of the following: The economic, affirmative action and enrollment factors causing the decision to be made; the factors causing that particular building, department or program to lose a MBU; the factors causing that particular MBU to be transferred.
- D. At said conference, a list of all vacancies shall be provided the MBU who has been designated as a DIT and, through JUNE 29, ~~June 14~~, the MBU may apply for vacancies in accord with Article 7.
- E. 1. From JUNE 30 ~~June 15~~ until the first contract date of the school year, MBUs designated as DITs (including those substitutes referenced in 21-6-B), MBUs returning from leave of more than one year, and MBUs not re-hired as a result of a new school declaration will be provided a list of budgeted positions available for the following school year. MBUs will rank in order all positions for which they are qualified. These positions will be filled with the most senior applicant, with the exception of schools designated as "New Schools".
2. MBUs who are identified as DITs from the first contract date of the school year up through SEPTEMBER 14 ~~September 21~~ will be transferred to a position for which he/she is qualified.
- F. MBUs transferred because of declining enrollment shall be given the right of first refusal in returning to the original site and/or program if enrollment increases and the position is re-opened PRIOR TO SEPTEMBER 14.
- G. Before any vacancy occurring prior to JUNE 30 ~~July 15~~ is filled pursuant to Article 7, the position shall be offered to MBUs involuntarily transferred from the site of the vacancy, with the exception of MBUs involuntarily transferred due to a "new school" declaration. In such case, Article 7 is in effect for vacancies at a "new school" for a period of two (2) years from the involuntary transfer. If the MBU refuses the offer to return, all recall rights to return have been exhausted.

8-5

### Lists

TEA will be provided, on a monthly basis, a list of MBUs selected to fill posted vacancies, their previous work site, the new work site, position advertisement number and status of the MBU prior to the assignment (long-term substitute, DIT, returning from leave, etc.)

8-6

### Temporary Assignment

All MBUs who are District-initiated transfers or returning from leave of absence of more than one year may be temporarily assigned to positions other than posted vacancies, including substitute teacher positions, until they can be placed in a vacancy for which they

are qualified. Such MBUs shall be placed in the first available vacancy for which they are qualified.

## ARTICLE NINE

### NORMAL WORK DAY

#### 9-1

##### Duration

- A. A normal work day for MBUs shall be no longer than seven and one-half (7-1/2) hours, including not less than a thirty (30) minute duty-free lunch period.
- B. The 30 minute lunch period will be free of all duties, including travel.
- C. MBUs may be permitted to leave the building during any time for which they are not assigned a class with the authorization of the Principal or his/her designee.

#### 9-2

##### Dismissal

On days immediately prior to scheduled holidays or vacations, MBUs may leave after their students at their assigned worksite are dismissed.

#### 9-3

##### Planning Time

- A. Uninterrupted planning time of at least sixty (60) consecutive minutes shall be provided daily within the normal work day for teachers at elementary sites. Planning period adjustments may be made with the approval of the teacher if the adjustment DOES NOT DECREASE THE NUMBER OF MINUTES ALLOCATED FOR PLANNING TIME.
- B. At least one teaching period of uninterrupted planning time shall be provided each day for teachers in middle schools and senior high schools. Planning period adjustments may be made with the approval of the teacher if the adjustment DOES NOT DECREASE THE NUMBER OF MINUTES ALLOCATED FOR PLANNING TIME.
- C. Uninterrupted planning time of at least sixty (60) minutes shall be provided daily within the normal work day for MBUs not referred to in 9-3-A & B. Planning period adjustment may be made with approval of the MBU if the adjustment DOES NOT DECREASE THE NUMBER OF MINUTES ALLOCATED FOR PLANNING TIME. is
- D. At the MBU's request, every reasonable effort will be made to insure that the planning time for MBUs assigned to more than one site will be provided at the base school.
- E. Planning time shall be free of any assigned activities, except where necessary for IEP activities, meetings with supervisors regarding evaluation observations, and parent conferences.
- F. Voluntary inservices during planning periods may be held at the request of the majority of MBUs or at the administrator's suggestion with concurrence of the majority of MBUs in the building or department. All materials and written information distributed at voluntary inservices shall be made available to the faculty

or department. Compensation for loss of planning period need not be provided if a MBU chooses to attend said voluntary inservice during a planning period.

9-4

**Student Contact Time**

- A.** THE AMOUNT OF TEACHER-STUDENT CONTACT TIME (TEACHING TIME) SHALL NOT EXCEED 320 MINUTES PER DAY IN AN ELEMENTARY SCHOOL. THE ABOVE MENTIONED CONTACT TIME MAY BE EXCEEDED ONLY TO ACCOMMODATE TEACHER-STUDENT CONTACT TIME DECREASED DUE TO STAFF DEVELOPMENT DAYS AND ONLY UNDER THE FOLLOWING CONDITIONS:
1. STUDENT CONTACT TIME MAY NOT EXCEED 325 MINUTES PER DAY.
  2. STUDENT CONTACT TIME MAY ONLY BE INCREASED TO OFFSET A MAXIMUM OF THREE HOURS PER STAFF DEVELOPMENT DAY.
  3. STUDENT CONTACT TIME WILL AVERAGE NO MORE THAN 320 MINUTES PER SEMESTER/TRIMESTER.
  4. MBUS AT THE SITE WILL BE CONSULTED REGARDING SCHEDULING.
- B.** THE AMOUNT OF STUDENT CONTACT TIME FOR TEACHERS OF TWO HALF-DAY KINDERGARTEN CLASSES SHALL NOT EXCEED 285 MINUTES PER DAY.
- C.** For teachers assigned to more than one (1) site, the amount of student-teacher contact time shall not exceed 300 minutes per day.

9-5

**Field Trips**

The District shall provide transportation and necessary substitutes for any approved field trips. When funds for field trip substitutes are not available, teachers may provide unpaid voluntary in-house coverage in lieu of substitutes. Approval for field trips will be given in writing.

9-6

**Parent Conferences**

- A.** 1. Elementary and exceptional education schools shall be dismissed early a minimum of four (4) half days during the school year to grant teachers time for parent-teacher conferences.
2. Middle school students shall be dismissed early a minimum of three (3) half-days during the school year to grant teachers time for parent-teacher conferences.
- B.** On parent teacher conference days, students shall be dismissed three hours early.
- C.** On parent conference days at any school level, MBUs may be assigned a "split" day, with up to one half of the teacher's normal work day allotted to evening parent-teacher conferences. The normal starting time of the work day shall not be changed for parent-teacher conference days or faculty meetings without the consent of a majority of the MBUs.

9-7

**PREPARATIONS**

- A.** Senior high school teachers shall have no more than three preparations per day without the approval of the teacher.

B. Middle school teachers shall have no more than three (3) preparations per day without the approval of the teacher. A core block will be considered one preparation.

C. Exceptional Education teachers are exempt from these provisions.

**9-8 Staffing Outside the Normal Work Day**

MBUs who are required to attend staffings outside the normal work day will be compensated at the same rate as loss of planning period.

**9-9 Evening Events**

Attendance at one open house and one other scheduled student performance/activity (excluding athletic events) by MBUs shall be part of their professional responsibilities without additional compensation. A sign up list of scheduled activities will be posted in each school. MBUs will not be assigned student supervision responsibilities at such activities.

**9-10 Traveling Coaches**

Any day during the coach's season on which a coach's planning period falls on the last period of the normal school day, the coach may use the planning period for travel to his/her coaching site, provided there are no educational activities requiring his/her presence. If a coach does not have a planning period on the last period of the normal school day, the coach may travel to his/her coaching site immediately following the dismissal of students.

**9-11 Registration**

Teachers, excluding counselors, in elementary and middle schools shall not be required to participate in the registration of students for more than two (2) hours. The two (2) hour period may be any time during the three day period preceding the opening day of school.

**9-12 High School and Middle School Teaching Periods**

A. No high school or middle school teacher shall be required to teach more than five (5) periods OF MORE THAN FIFTEEN (15) MINUTES IN DURATION per day, except as specified in Article 21-4.

B. NO MBU SHALL HAVE MORE THAN ONE REGULAR PERIOD OF FIFTEEN MINUTES OR LESS PER DAY.

## ARTICLE TEN

### SAFE WORKING CONDITIONS

**10-1 A.** No MBU shall be required to work in any location which has been determined to be hazardous to his/her health and/or safety by the proper authority, i.e. building administrator, health inspector, fire inspector, District engineers, District medical doctor, etc.

**B.** When buildings or classrooms are closed because of emergencies, unsafe or hazardous conditions, MBUs may be temporarily reassigned to different locations



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until such time as the emergency or condition is rectified. No MBU shall suffer a loss of pay resulting from such emergencies or conditions.

- C. When it is required that a MBU conduct classes in another school because of an emergency or unsafe or hazardous condition for more than five working days, that MBU shall be given one day of released time to establish the new classroom. The District shall provide assistance in moving supplies to the new school. The same released time and assistance shall be provided when the class is returned to the original school.

## ARTICLE ELEVEN

### FACILITIES, EQUIPMENT and MATERIALS

#### 11-1 Instructional Facilities

- A. All rooms which are used for purposes of instruction or instructional preparation shall be adequately heated and cooled and include a desk and chair for the MBU.

In the event that temperatures become a detriment to the instructional process, every reasonable effort shall be made to remedy the problem, including but not limited to the provision of additional heating/cooling units.

- B. MBUs shall not be required to change teaching stations within a building more than twice per day, unless program or facilities necessitate otherwise.
- C. Space shall be provided for each MBU within each instructional area to store his/her instructional materials and supplies.
- D. Space with lock and key shall be provided to store personal articles.
- E. Chalkboard space shall be provided in every classroom.
- F. Books, paper, pencils, pens, chalk, erasers and other teaching materials shall be provided. Replacement of instructional material necessitated by an emergency and which is available in the TUSD warehouse, shall be completed within five (5) days.
- G. Typing, word processing and duplicating facilities to aid the MBUs in the preparation of instructional materials shall be provided.

#### 11-2 Lounge

- A. An area shall be provided in each school for the exclusive use of MBUs and classified employees as a staff lounge. The lounge shall be adequately heated and cooled.
- B. The District shall provide a telephone in the area used as a staff lounge, for the use of MBUs and classified employees to make local telephone calls.

- 11-3 Offices**  
During the normal work day, department chairpersons shall be assigned space for their use. MBUs whose job requires such while on site shall be provided working space and access to a telephone where privacy is available.
- 11-4 Keys**  
Upon request from a MBU, he/she shall be provided with a key to his/her classroom and the principal may authorize his/her use of keys to the buildings, lounge, work areas and/or office and gates of the school. Keys shall be issued on the school site on one designated day during the three (3) preservice days.
- 11-5 Facilities Construction and Maintenance**
- A.** No MBU shall be required to create, construct or maintain facilities.
  - B.** All athletic facilities will be prepared for all approved interscholastic competition by non-MBUs. Said preparation will take place prior to approved interscholastic competition.
  - C.** Playgrounds will be maintained such that safe conditions exist.
  - D.** All MBUs shall be responsible for proper care, control and preventative maintenance of equipment under their supervision. However, major repairs shall not be the responsibility of the MBU beyond identifying and reporting required repairs. This shall not eliminate reasonable creativity required of a MBU in certain instances such as Fine Arts.
- 11-6 Record Keeping**  
In the event records are destroyed due to an act beyond a MBU's control, the District shall provide clerical assistance to the MBU to help replace the records.
- 11-7 Pre-marking of Tests**  
Classroom teachers shall not be required to pre-mark identification information on mandated tests for elementary students, exclusive of newly enrolled students.

## ARTICLE TWELVE

### CALENDAR

- 12-1** During the school year, there will be two hundred and two (202) contract days which shall include:
- A.** No more than 175 teaching days.
  - B.** At least three (3) preparation days for planning, inservice, and preservice activities.
  - C.** At least three (3) grading days for the exclusive use of the teacher to compile grades and/or complete related activities, and/or attend voluntary inservice activities.

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- D. For other than Extended Year Opportunity Schools, at least one (1) day at the end of each year for compilation of grades, completion of year-end activities, and preparation for the following year.
- E. Twenty (20) holidays/vacation (21 holidays for Extended Year Opportunity Schools).

12-2 In the event that one hundred seventy-five (175) teaching days are not completed by the last scheduled teaching day of the school year, sufficient additional teaching days shall be scheduled by mutual agreement of TEA and the District in order to meet the one hundred seventy-five (175) teaching day requirement.

- 12-3
- A. No meetings and/or inservices will be required on grading days except when at least 80% of the MBUs at a site vote to have meetings and/or inservices at their site on a grading day. Inservice activities may, in any event, be provided on grading days on a strictly voluntary basis for each MBU.
  - B. Any and all materials and written information distributed at voluntary inservices shall be distributed to the faculty or department.

## ARTICLE THIRTEEN

### EVALUATION

#### 13-1 Purpose

The purpose of this procedure is to evaluate the progress and success of both newly employed and experienced MBUs for the purpose of improving instruction and services. Evaluation also provides the basis for administrative decisions. Such decisions may include the employment of personnel, their assignment, the granting of tenure, promotion, demotion, or termination.

#### 13-2 The Evaluation Instrument

- A. The District shall ensure that the evaluation system is in accordance with State law. The District shall establish a Teacher Evaluation Review Committee for the purpose of reviewing the teacher evaluation instrument as necessary. The committee shall consist of four (4) members appointed by TEA and four (4) members appointed by TUSD. The committee shall meet and submit, no later than May 15 of each year, its recommendations for modifications to the evaluation instrument. The committee's recommendations, along with the Superintendent's recommendations, shall be submitted to the Governing Board for their consideration.
- B. The District shall establish a committee composed of three (3) members appointed by TEA and three (3) members appointed by the District for the purpose of reviewing the evaluation instrument for members of the bargaining unit who are not certificated teachers as defined by State law. The committee shall meet and submit, no later than May 15 of each year, its recommendations for modifications to the evaluation instrument. The committee's recommendations, along with the Superintendent's recommendations, shall be submitted to the Governing Board for their consideration.

13-3

**Procedure - Probationary Teachers**

- A. Prior to the first teaching day of each school year, the immediate supervisor shall meet with the teachers for the purpose of orienting them to the total evaluation plan and shall supply a copy of the Assessment and Evaluation for the Improvement of Instruction Policy and the evaluation instrument to each teacher.
- B. The evaluation shall include a minimum of two (2) observations prior to DECEMBER 20 ~~December 16~~ (prior to DECEMBER 2 ~~November 23~~ for year round schools) and two (2) observations prior to MAY 9 ~~May 1~~ (prior to JUNE 9 ~~June 1~~ for year round schools), for a minimum of thirty (30) minutes each. Each observation shall be followed by a conference within ten (10) days. A statement of evaluation shall be SIGNED BY ~~given to~~ the teacher at the final conference of each semester/trimester.
- C. Within ten (10) days of the last observation, the statement of evaluation will be submitted in writing and signed by both the teacher and the evaluator(s). The signature of the teacher indicates only that he/she has seen the statement of evaluation but does not necessarily indicate agreement with the contents of the statement. No teacher shall be required to sign a blank or incomplete evaluation form.
- D. ~~The final~~ A statement of evaluation shall be signed prior to MAY 9 ~~May 1~~ (prior to JUNE 9 ~~June 1~~ for year round schools) of each year.
- E. There shall be only two (2) statements of evaluation for probationary teachers unless deficiencies are noted.
- F. Before a preliminary notice of intent to dismiss or not re-employ for inadequate performance is issued, the evaluation shall include at least one additional observation.

13-4

**Procedure - Continuing Teachers**

- A. Prior to the first teaching day of each school year, the immediate supervisor shall meet with the teachers for the purpose of orienting them to the total evaluation plan and shall supply a copy of the Assessment and Evaluation for the Improvement of Instruction Policy and the evaluation instrument to each teacher.
- B. The evaluation will include a minimum of one (1) observation prior to DECEMBER 20 ~~December 16~~ (prior to DECEMBER 2 ~~November 23~~ for year round schools) and two (2) observations prior to MAY 9 ~~May 1~~ (prior to JUNE 9 ~~June 1~~ for year round schools), for a minimum of thirty (30) minutes each. Each observation will be followed by a conference within ten (10) days. A statement of evaluation shall be SIGNED BY ~~given to~~ the teacher at the final conference.
- C. Within ten (10) days of the last observation, the statement of evaluation will be submitted in writing and signed by both the teacher and the evaluator(s). The

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signature of the teacher indicates only that he/she has seen the statement of evaluation but does not necessarily indicate agreement with the contents of the statement. No teacher shall be required to sign a blank or incomplete evaluation form.

- D. A statement of evaluation shall be signed prior to MAY 9 ~~May 1~~ (prior to JUNE 9 ~~June 1~~ for year round schools) of each year.
- E. There shall be only one (1) statement of evaluation for continuing teachers unless deficiencies are noted.
- F. Before a preliminary notice of intent to dismiss or not re-employ for inadequate performance is issued, the evaluation shall include at least one additional observation.

13-5

### **Procedure - Non-Certificated Members of the Bargaining Unit (EXCLUDING THOSE LISTED IN ARTICLE 13-6)**

- A. Prior to the first teaching day of each school year, the immediate supervisor shall meet with the non-certificated MBUs for the purpose of orienting them to the total evaluation plan and shall supply a copy of the Assessment and Evaluation for the Improvement of Instruction Policy and the appropriate evaluation instrument to each non-certificated MBU.
- B. The evaluation will include a minimum of one (1) observation prior to DECEMBER 20 ~~December 16~~ (prior to DECEMBER 2 ~~November 23~~ for year round schools) and one (1) observation prior to MAY 9 ~~May 1~~ (prior to JUNE 9 ~~June 1~~ for year round schools), for a minimum of thirty (30) minutes each for non-certificated employees. Each observation will be followed by a conference within ten (10) days. A statement of evaluation shall be SIGNED BY ~~given to~~ the non-certificated MBU at the final conference.
- C. Within ten (10) days of the last observation, the statement of evaluation will be submitted in writing and signed by both the MBU teacher and the evaluator(s). The signature of the non-certificated MBU indicates only that he/she has seen the statement of evaluation but does not necessarily indicate agreement with the contents of the statement. No non-certificated MBU shall be required to sign a blank or incomplete evaluation form.
- D. A statement of evaluation shall be signed prior to MAY 9 ~~May 1~~ (prior to JUNE 9 ~~June 1~~ for year round schools) of each year.
- E. There shall be only one (1) statement of evaluation for non-certificated MBUs unless deficiencies are noted.
- F. Before a notice of intent to dismiss or not re-employ for inadequate performance is issued, the evaluation shall include at least one additional observation.

13-6

EVALUATION PROCEDURE FOR PSYCHOLOGISTS, SPEECH CLINICIANS,  
OCCUPATIONAL THERAPISTS, PHYSICAL THERAPISTS, AND SOCIAL WORKERS

- A. PRIOR TO THE FIRST TEACHING DAY OF EACH SCHOOL YEAR, THE IMMEDIATE SUPERVISOR SHALL MEET WITH THE MBU FOR THE PURPOSE OF ORIENTING HIM/HER TO THE TOTAL EVALUATION PLAN.
- B. THE DISTRICT WILL DESIGNATE A QUALIFIED ADMINISTRATOR AS THE FORMAL "EVALUATOR" FOR EACH MBU. THE DESIGNATED EVALUATOR GATHERS INFORMATION NEEDED TO COMPLETE THE EVALUATION INSTRUMENT BY CONDUCTING PLANNED OBSERVATIONS, DROP-IN VISITS AS APPROPRIATE AND REVIEWING THE MBU'S PERFORMANCE IN RELATION TO HIS/HER RESPONSIBILITIES, I.E., TESTS, ASSESSMENT REPORTS, PARENT CONFERENCES, STUDENT CONTACTS.
- C. THE INITIAL OBSERVATION WILL BE PRE-ARRANGED BY THE EVALUATOR AND THE MBU.
- D. THE EVALUATION WILL INCLUDE A MINIMUM OF ONE (1) CONFERENCE PER SEMESTER. THE PURPOSE OF THE CONFERENCE IS TO PROVIDE FEEDBACK REGARDING THE PERFORMANCE OF THE MBU. AT THE FINAL CONFERENCE, THE STATEMENT OF EVALUATION WILL BE SUBMITTED IN WRITING AND SIGNED BY BOTH THE MBU AND THE EVALUATOR. THE SIGNATURE OF THE MBU INDICATES ONLY THAT HE/SHE HAS SEEN THE STATEMENT OF EVALUATION BUT DOES NOT NECESSARILY INDICATE AGREEMENT WITH THE CONTENTS OF THE STATEMENT. NO MBU SHALL BE REQUIRED TO SIGN A BLANK OR INCOMPLETE EVALUATION FORM. THE FINAL STATEMENT OF EVALUATION SHALL BE SIGNED PRIOR TO MAY 9 (JUNE 9 FOR YEAR ROUND SCHOOLS) OF EACH YEAR.
- E. 13-7, OBSERVATIONS, DOES NOT APPLY
- F. RECOMMENDATIONS FOR IMPROVEMENT  
RECOMMENDATIONS FOR IMPROVEMENT SHALL BE PROVIDED TO MBUS UPON RECOGNITION OF ANY DEFICIENCIES. RECOMMENDATIONS FOR IMPROVEMENT SHALL BE OFFERED IN WRITING TO GUIDE THE MBU TOWARD THE REMEDIATION OF SUCH DEFICIENCIES.

13-7

**Observations**

- A. Evaluations shall be conducted only by qualified supervisors. Input into evaluations may be provided by other appropriate District supervisors. Each formal observation of performance will be made in person for a minimum of thirty (30) consecutive minutes. All monitoring and observations of the performance of a MBU will be conducted openly and with the full knowledge of the MBU.
- B. In high schools, the MBU and administrator may request that the department chairperson observe the MBU's performance and also provide a written statement of the observation to the MBU and administrator. The department chairperson will not

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observe for the purpose of evaluation without prior knowledge and consent of the MBU. The administrator will continue to have full and final responsibility for the written evaluation.

- C. The initial observation will be pre-arranged by the evaluator and the MBU.
- D. Information from MBUs who have been assigned to assist MBUs shall not be used as a basis for evaluation statements.

### 13-8

#### **Objections**

In the event that the MBU feels the evaluation is incomplete or unjust, the MBU may file the objections in writing within ten (10) days of the receipt of the statement of evaluation and have them attached to the statement placed in the personnel file.

### 13-9

#### **Recommendations for Improvement**

- A. Recommendations for improvement shall be provided to MBUs upon recognition of any deficiencies. Recommendations for improvement shall be offered in writing to guide the MBU toward the solution of such deficiencies.
- B. In the event a statement of evaluation results in a recommendation for improvement, follow-up evaluation will address progress or lack of progress in areas in need of improvement.
- C. Written Plans for Improvement may be provided when recommendations for improvement have not been met. MBUs for whom a Plan for Improvement is required, shall have the opportunity to suggest content for that plan prior to its finalization by the supervisor. The Plan for Improvement shall provide assistance to the MBU which shall include, but not be limited to, at least some of the following actions:
  - 1. Demonstration;
  - 2. Direction of the MBU toward a model for emulation, allowing opportunities for observation and consultation;
  - 3. Initiation of conferences with evaluator and MBU to plan positive moves toward improvement of the MBU's performance;
  - 4. Guidance for the MBU toward professional growth may include opportunities to attend workshops, inservices or conferences which will lead to professional growth in areas identified as deficiencies;
  - 5. Observation, continued and sustained, by the evaluator to note day-to-day lessons and their inter-relationships;
  - 6. Maintenance and expansion of the collection of professional literature with assigned reading, designed to suggest possible solutions to identified problems.

### 13-10

#### **Eavesdropping**

The use of eavesdropping, public address, or audio systems, and similar surveillance devices shall be strictly prohibited.

**13-11**

**Complaints**

Any complaints regarding a MBU which may have an effect on the MBU's evaluation or continued employment, that are made to the administration by any parent, student, or other person, shall be in writing and a copy shall be promptly furnished to the MBU. Said MBU shall have the right to answer in writing, and the answer shall be reviewed by the administrator and attached to the complaint. Comments by the reviewing administrator shall be signed and also attached to the complaint.

**13-12**

**Personnel File(s)**

- A. A MBU shall have the right to review the contents of his/her personnel file(s) and to receive a copy of each at Board expense. A MBU shall be entitled to have a representative of the Association accompany him/her during such review. A MBU shall have the right to indicate those documents and/or other materials in the file(s) which may be obsolete, inaccurate or otherwise inappropriate to retain. Said documents shall be reviewed by the District Superintendent or his/her designee, and if, in fact, they are obsolete, inaccurate, or otherwise inappropriate to retain they shall be destroyed.
- B. A MBU may provide a representative with a signed, dated permission statement allowing a designated representative to have access to and copy (at reasonable cost) the content of the MBU's official personnel file. Such permission shall be no longer than ten (10) days from the date of the signed permission statement. All representatives shall process such statements through the Executive Director of Human Resources prior to accessing the MBU's official personnel file.
- C. No materials derogatory to a MBU's conduct, performance, character or personality shall be placed in the personnel file(s) unless the MBU has had the opportunity to review the material. The MBU shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The MBU shall also have the right to submit a written answer to such material which shall be reviewed and signed by the Superintendent or his/her designee and attached to the file copy(ies). The signature of the Superintendent or his/her designee shall in no way indicate agreement with the contents thereof.

**13-13**

**Non-Renewal**

- A. Non-renewal of teachers for performance deficiencies shall be in accordance with state and federal statutes.
- B. Failure to re-employ non-certified MBUs for performance deficiencies shall not be without just cause. Non-renewal may be appealed by filing a grievance at Level III.



**13-14**

**Procedure - Head High School Coaches and Middle School Coaches**

- A. Prior to the beginning of each coaching season, the evaluator shall meet with coaches for the purpose of orienting them to the total evaluation plan and shall supply a copy of the evaluation instrument to each coach.
- B. Prior to the first scheduled event, the coach will complete the appropriate sections of the evaluation form, setting forth goals and objectives for the season, and return it to the evaluator.
- C. During the season, the evaluator will observe the coach at least once during practices, and at least once during events.
- D. The evaluator will meet with the coach within thirty (30) days after the end of the season to complete the evaluation.
- E. The evaluator and coach will sign the evaluation form. The coach's signature indicates only that the coach has seen the statement of evaluation but does not necessarily agree with the contents of the statement. No coach shall be required to sign a blank or incomplete evaluation form.
- F. The evaluator may request input regarding the coach's performance from the Manager of Interscholastic Activities. Only administrators shall evaluate coaches.
- G. Only the following provisions of this article will apply to high school and middle school coaches: 13-1 Purpose; 13-8 Objections; 13-10 Eavesdropping; 13-11 Complaints; 13-12 Personnel File(s); 13-14, Procedure for Middle and High School Coaches; and 13-15 Representation.
- H. The non-renewal or dismissal of any coach for performance deficiencies shall not be arbitrary, capricious or without just cause.

**13-15**

**Representation**

MBUs shall be entitled to have present a representative of the Association whenever requested to meet with the administration to discuss performance deficiencies. If postponement of a meeting occurs in order to obtain a representative, that delay shall not invalidate the evaluation.

**ARTICLE FOURTEEN**

**CLASSROOM CONTROL and STUDENT DISCIPLINE**

**14-1**

- A. The MBU has a primary responsibility for facilitating learning and maintaining discipline in the classroom. A MBU may exclude a disruptive student from the room. The student will be provided with work in an academic setting.
- B. Prior to the first day of class, every MBU shall be provided with a copy of the school's student discipline procedure. Said policies must make provision for student exclusion even in the case of administrative absence.

- C. At the elementary level, a disruptive student may be excluded from the classroom for up to one-half (1/2) of the school day. At the middle school and high school levels, a disruptive student will not be re-admitted to the MBU's classroom prior to the student's next scheduled class with the MBU.
- D. If, after discussion of the matter with the principal or his/her designee, the MBU objects to the re-admission of the disruptive student to the classroom, the matter will be referred to the Regional Assistant Superintendent of Schools within twenty-four (24) hours. The disruptive student may be returned to the classroom pending the decision rendered. The Assistant Superintendent of Schools will consult with the MBU, review the facts in the case and render a decision within four (4) days following the day the disruptive student was excluded from the classroom. If a decision is not rendered within four (4) days, the MBU may exclude the disruptive student until such time as a decision is made.
- E. The decision of the Assistant Superintendent of Schools shall be implemented and considered a resolution of the exclusion of the disruptive student from the classroom.

- 14-2 When a MBU has been assigned a student known to have serious and chronic behavioral problems that are disruptive of the learning environment or has been expelled from any TUSD site, the MBU, the appropriate administrator, and other involved supportive personnel, or the child study team shall meet within ten (10) days of when said student is identified and brought to the attention of the appropriate administrator or counselor to develop mutually satisfactory methods of dealing with the problem, including but not limited to, appropriate class size.
- 14-3 A MBU may within the confines of State law protect him/herself or other persons.
- 14-4 If it has been determined that a student has physically assaulted a MBU, an immediate short-term suspension will be imposed upon the student and the process for long-term suspension/expulsion shall begin forthwith.
- 14-5 When it has been determined that a student has damaged or destroyed the personal property of a MBU while on school premises or school duties, the District shall seek restitution from the student to compensate the MBU for his/her loss.
- 14-6 When it has been determined by the immediate supervisor that a student has physically assaulted a MBU, he/she shall be allowed up to two (2) days leave, not charged to the MBU.
- 14-7 In cases involving DISABLED handicapped students, Articles 14-1 and 14-4 will only apply to the extent that it does not conflict with IDEA AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (AMERICANS WITH DISABILITIES ACT).

## ARTICLE FIFTEEN

### REDUCTION IN FORCE

#### 15-1 State Law

In accordance with ARS-15-544, the Governing Board may utilize reduction in staff in order to effectuate economies in the operation of the District or to improve the efficient conduct and administration of the schools.

#### 15-2 Determination

The District shall determine any reduction in force in accordance with the following procedure:

- A. Project the enrollment and program needs;
- B. Determine the present staff in each grade and/or program area;
- C. Determine the certification of all MBUs and/or the education and experience of MBUs for assignments with neither specified certification nor educational requirements;
- D. Estimate the following year's staff including those MBUs returning from leaves of absence and adjusting for those MBUs retiring, resigning, taking a leave of absence, taking a sabbatical, being discharged and being transferred to non-bargaining unit positions;
- E. Project staffing needs based on enrollment, program needs and the class size and staffing articles in this Agreement.
- F. All of the above information shall be delivered to the Association by March 15. All of the above information shall be revised, updated and delivered to the Association by April 1 of each school year.

#### 15-3 Method

##### A. Seniority List

A list of the total MBUs in the District shall be compiled starting with the MBU having the most seniority and continuing to the MBU with the least seniority. The seniority list shall also itemize, after each name, each MBU's area(s) of certification. The seniority list shall be delivered to the Association by October 1 of each year. MBUs shall have the right to challenge their placement on the seniority list.

##### B. Retaining MBUs

1. If a reduction in force is necessary, then probationary MBUs in the affected programs shall be the first employees RIFed (in order of seniority). If cuts are necessary among continuing employees or other MBUs in any program, then such cuts will be made within those programs on the basis of seniority.
2. Those programs with specific certification and endorsements will be considered as one program.

**C. Affirmative Action**

The percentage of MBUs of any minority group shall be no less after any reduction in force than it was prior to the reduction in force.

**D. Exemptions**

No MBU shall be subject to a reduction in force during a school year for which he/she has signed a contract.

15-4

**Notification**

**A.** MBUs subject to the reduction in force shall be notified in writing no later than the fifteenth of April by certified mail; however, MBUs who become entitled after April 15 of any year to a contract (with an effective date prior to or after April 15) for the balance of the school year will not have entitlement to a contract for the following year.

**B.** All RIF bargaining unit employees shall receive a letter from the District stating that the loss of their positions was due to a reduction in force. The District shall, upon request of the individual, send a duplicate of this letter to any placement or personnel file. Said letter shall automatically be placed in the personnel file of the RIF bargaining unit employee.

**C.** The Association shall receive a list of employees sent notification of the reduction in force along with each MBU's area(s) of certification and education and experience including their seniority ranking.

15-5

**RIF Benefits**

**A.** The District shall pay the full cost of the current health and life insurance benefit for all RIF MBUs until October 1 of the following school year. After October 1, RIF MBUs shall, upon request, be allowed to continue their health insurance coverage by paying the premium themselves.

**B.** All positions of substitutes shall be offered to RIF MBUs on the recall list, in order of seniority, before any other person is offered such a position.

15-6

**Recall Procedure**

**A. Seniority**

All RIF MBUs shall be recalled for available budgeted positions in the order of bargaining unit seniority, according to the Articles of this Agreement.

**B. Notice**

The District shall give written notice of recall by sending a registered or certified letter to the Association and to said MBUs at their last known address. The recall letter shall specify the position which is vacant, including the site, assignment, and full-time equivalency for the position. It shall be the responsibility of such MBUs to notify the District of any change in address, additional certification, or additional educational units.

**C. Response**

Any MBU so notified shall respond within five (5) days from the receipt of the recall letter whether he/she accepts or rejects the position. If a MBU rejects a position for which he/she is qualified and such position is offered consistent with the provisions in this Article, said MBU shall be considered to have resigned from the employ of the District and all his/her benefits shall cease.

**D. Other Employment**

If a MBU has secured employment elsewhere, he/she shall be allowed fifteen (15) days from the date of acceptance of position before being required to report to work.

**E. Full-Time/Part-Time Positions**

MBUs who were previously assigned to part-time and full-time positions shall be recalled to full-time positions according to State law. Full-time MBUs shall have the option of accepting or rejecting any part-time positions that may exist without jeopardizing their recall status for any full-time position. Part-time MBUs shall have the option of accepting or rejecting any full-time positions that may exist without jeopardizing their recall status for any part-time position.

**F. Qualifications for Recall**

RIFed MBUs shall specify in writing the grade level, program and subject matter for which they wish to be considered for recall. MBUs shall have the right to limit the positions for which they will be considered for recall.

15-7

**Recall Rights**

**A. Other Employment**

MBUs shall not lose their recall rights if they secure other employment during the time they are on the recall list.

**B. Benefits**

All benefits to which MBUs were entitled at the time of their being released due to a reduction in force, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to MBUs upon their return to active employment, and MBUs shall retain their step and educational column on the salary schedule.

**C. Recall List**

A MBU shall remain on the recall list for three (3) years after the effective date of layoff unless the MBU:

1. Waives recall rights in writing;
2. Resigns in writing to the District;
3. Fails to accept a position offered consistent with this Article.

**D. Grievances**

The Association shall have the right to file a grievance for MBUs who are not recalled if it appears that their re-employment rights have been violated. The

District shall provide the Association with the current list of those MBUs who have retained recall rights, along with each MBU's area(s) of certification, and the education and experience of MBUs for assignments with neither specified certification nor educational requirements, and their seniority ranking by September 15, November 15, February 15, and April 15 of each year.

15-8

**RIF Protection**

All MBUs hired on or before December 31, 1993, ~~1994~~, shall not be subject to a reduction in force during the term of this Agreement.

**ARTICLE SIXTEEN**

**DISCIPLINE & DISMISSAL FOR MISCONDUCT**

16-1

**Rules**

- A. Violations by MBUs of the rules, regulations or policies of the Governing Board or of state and federal laws shall result in disciplinary action in accordance with these rules.
- B. The Governing Board or designee(s) reserves the right not to discipline a MBU for a violation of the rules, regulations or policies of the Governing Board.
- C. A MBU may be disciplined for just cause including, but not limited to, the following reasons:
  - 1. Conduct which is a violation of any of the applicable rules, regulations and policies of the Governing Board.
  - 2. Conduct which fails to comply with any applicable duties as set forth in the Arizona Revised Statutes.
  - 3. Insubordination.
  - 4. Unprofessional conduct including but not limited to:
    - a. Physical and/or verbal abuse of a pupil.
    - b. Being under the influence of, or using alcohol or illegal drugs while on duty.
    - c. Conduct while on duty which would constitute a criminal offense.
    - d. Conviction of a felony.
    - e. Unauthorized absences which result in responsibilities not being performed.
    - f. Misuse or unauthorized use of District property.

16-2

**Just Cause**

No MBU shall be reprimanded, suspended, or dismissed without just cause.

16-3

**Progressive Discipline**

- A. The District shall normally use progressive discipline in dealing with MBUs. Progressive discipline requires supervisors to informally counsel and instruct MBUs about necessary improvements in their behavior prior to taking disciplinary action. The normal sequence of disciplinary action shall be as follows:
  - 1. Written Reprimand;

2. Suspension without pay for up to ten (10) days;
3. Dismissal.

B. It is recognized that some offenses may be sufficiently serious as to warrant the omission of one or more of the normal steps of discipline progression.

C. The District may take immediate action if:

1. A MBU is charged by criminal complaint, information or indictment of any criminal offense which would be deemed cause for dismissal.
2. The MBU's offense is of such serious nature that failure to take immediate action would seriously disrupt the functioning of the work place.

**16-4 Dismissal**

Dismissal or nonrenewal of MBUs for misconduct shall be in accordance with the state and federal statutes for dismissal of certified teachers.

**16-5 Association Representation and Privacy**

A. Any discipline of a MBU by any administrator of the District shall be conducted in private. No MBU shall be reprimanded and/or disciplined in the presence of pupils, parents, other employees or the public.

B. A MBU shall be entitled to have present a representative of the Association whenever requested to meet with the administration when being warned or disciplined for any misconduct. When a request for such representation is made, no action shall be taken with respect to the MBU until a representative of the Association is present, unless immediate action is necessary as in 16-3-C.

**C. Information**

All information used in determining discipline or dismissal shall be made available to the MBU, unless privileged pursuant to law.

**16-6 Letters of Direction**

A. A letter of direction is not a disciplinary action but may be used to document the need to take disciplinary action.

B. When a MBU transfers or relocates, said letter may be transmitted to the files of the site administrator only after the transfer or relocation has been completed.

C. A Letter of Direction will not be used for conduct towards students that is deemed highly inappropriate by a reasonable person's standard, and/or which may be constructed as criminal. For such conduct, a letter of reprimand or more serious discipline is warranted.

**16-7 Letters of Reprimand**

At the request of a MBU, a letter of reprimand shall be removed from his/her personnel file provided:

- A. The action leading to the reprimand, or any related action, has not been repeated in a two-year period following the reprimand;
- B. No other letter of reprimand has been placed in his/her personnel file in a two-year period following the reprimand.

**16-8 Discipline Short of Dismissal**

Whenever disciplinary action short of dismissal is taken against a MBU, the MBU may appeal by filing a grievance at Level III.

**16-9 Administrative Procedures for Discipline**

- A. Upon a determination by the supervising administrator that there exists cause to impose discipline, the administrator shall notify the MBU of his or her intent to impose discipline. The notice shall be in writing and shall be delivered in person or by first class mail. The notice shall include the following:
  - 1. The conduct or omission of the MBU which constitutes the reason for discipline.
  - 2. A reference to any statutes, rules, policies, duties or written objectives or directions violated, if applicable.
  - 3. A scheduled meeting time between the administrator and the MBU at which meeting the administrator will:
    - a. In the event the discipline is a written reprimand, present the MBU with the reprimand.
    - b. In the event the intended discipline involves a suspension without pay, present the MBU with a letter advising the MBU that a suspension will be imposed at the conclusion of a thirty (30) calendar day period unless a hearing is requested within that period to dispute the imposition of the suspension.
- B. If a MBU receives:
  - 1) a written reprimand, he/she may request a hearing within ten (10) days of receipt of said reprimand;
  - 2) a letter of intent to impose suspension, he/she may request a hearing within thirty (30) calendar days of receipt of said letter. Such hearing requests will be filed as a Level III grievance.
- C. Imposition of any protested discipline shall be suspended until the conclusion of the hearing or appeal process.

**16-10 Complaints**

Any complaints regarding a MBU that are made to the administrator by any parent, student or other person and which may result in disciplinary action shall be in writing and a copy shall be promptly furnished to the MBU. Said MBU shall have the right to answer in writing, and the answer shall be reviewed by the administrator and attached to the complaint. Comments by the reviewing administrator shall be signed and also attached to the complaint.



## ARTICLE SEVENTEEN

### ACADEMIC FREEDOM

#### 17-1

##### Classrooms

- A. Academic freedom shall be guaranteed to MBUs within the District's instructional program and no limitation shall be placed upon the study and investigation of facts and ideas except where contrary to statute or board policy.
- B. The MBU may exercise full political, religious and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position.
- C. Academic freedom guaranteed to a MBU requires that material presented to students be relevant to the course and appropriate to the maturity level of the students. MBUs shall at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions.

#### 17-2

##### Materials

If an individual or a group attempts to exclude any District approved textbooks, library materials or supplementary materials, the District shall act as follows:

- A. All complaints regarding the use of any such materials shall be submitted to the Superintendent or designee in writing and signed by a resident of the District;
- B. A committee of parents, MBUs and administrators shall be appointed by the Superintendent or designee. The committee shall review the complaint and submit a written recommendation to the Superintendent or designee;
- C. The Superintendent or designee shall review the committee's recommendation and take appropriate action;
- D. Any disputed materials shall remain in use in the District until the District takes formal specific action to remove the materials.

#### 17-3

##### Personal

Except as provided under Article 16-3-C, the personal life of a MBU outside the normal work day or other school related activities is not an appropriate concern of Tucson Unified School District.

## ARTICLE EIGHTEEN

### HOLD HARMLESS

#### 18-1

In the event the Board or an administrator overrules a teacher's professional judgment rendered in accordance with District policy concerning grades, promotions, retentions, the teacher shall be held harmless against all claims, demands, suits, or other forms of liability made against him/her by reason of such action. The teacher shall be provided written documentation within ten (10) days of such action.

## ARTICLE NINETEEN

### WORKSHOPS ~~PROFESSIONAL IMPROVEMENT~~

#### 19-1 REQUIRED WORKSHOPS

##### A. TRAVEL EXPENSE

If the District requires a MBU's attendance at any course, workshop, seminar, conference, or inservice training session, payment will be made for associated tuition and/or travel expense costs, except that no reimbursement will be made for travel expense within the Tucson Metropolitan area. ATTENDANCE AT SUCH SESSIONS WILL NOT BE ALLOWED FOR SALARY CREDIT ADVANCEMENT ON THE SALARY SCHEDULE.

#### 19-2 B. Compensation

~~A-~~ For time spent in attendance beyond the regular work week or contract year, MBUs involved in required workshops SHALL BE compensated at the MBU's daily/hourly rate based on the MBU's scheduled annual salary, exclusive of extra pay for extra service.

#### 19-2 VOLUNTARY WORKSHOPS

Nothing in the foregoing shall preclude a MBU from participating in any voluntary program upon terms mutually agreeable to the District and the MBU. All voluntary workshops shall be prominently advertised as voluntary.

## ARTICLE TWENTY

### TEACHER ASSISTANTS and TEACHER TRAINEES

#### 20-1 Assignment

- A. Teacher trainees shall not be assigned to a MBU without the MBU's consent.
- B. Teacher assistants shall not be assigned to a MBU without the MBU's participation in the selection process, unless the MBU is not available at the time of assignment, or when only one applicant is available for the position.
- C. MBUs entitled to a teacher assistant shall be provided a substitute teacher assistant in case of a vacancy.

#### 20-2 Evaluation

A MBU shall have input into a teacher assistant's evaluation at least one (1) time per year. The site administrator is responsible for the evaluation.

#### 20-3 Duties

- A. The duties to be performed by teacher assistants or teacher trainees shall be approved by the MBU before the assignment is made. Any duties assigned shall comply with federal program guidelines for teacher assistants in federally funded programs.
- B. Teacher Assistants and teacher trainees shall not be used as substitutes, and shall perform only those duties associated with their authorized assignment.

- C. Changes in the teacher assistant's duties shall be made only after consultation with the MBU.

**20-4 Work Schedule**

All MBUs entitled to teacher assistant time shall receive two (2) extra days of teacher assistant time in addition to the teaching days. The extra days shall be taken on the preschool preparation days or the first three (3) grading days.

**ARTICLE TWENTY-ONE**

**SUBSTITUTES**

**21-1 Procedure**

- A. MBUs shall be informed in writing of a telephone number they may call and the procedures to follow when reporting unavailability for work. Once a MBU has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.
- B. MBUs shall not be required to make more than one completed phone call to report an absence.

**21-2 Qualifications**

Each substitute shall possess a basic, standard or substitute certificate.

**21-3 Maintenance of Substitute Pool**

The District shall be required to maintain an adequate pool of substitutes. A current list of substitutes to be listed in alphabetical order shall be provided to the Association by October 1 and February 1 of each year.

**21-4 Provisions for Substitutes**

- A. When a teacher who has a regularly assigned class is absent, a substitute shall be provided when available. When a librarian is absent, a qualified substitute shall be provided, if available. WHEN A SITE COUNSELOR IS ABSENT MORE THAN FIVE (5) DAYS, A SUBSTITUTE WILL BE PROVIDED, IF AVAILABLE. If sufficient substitutes are not available to cover regular classes, substitutes for librarians may be reassigned to cover such classes.
- B. In the event a substitute is not immediately available, the following procedure shall be used when the position must be filled by a MBU:
  - 1. **Middle School and High School**
    - a) Teachers assigned to scheduled classes shall be asked to volunteer to substitute during his/her designated planning period
    - b) If no classroom teacher volunteers to substitute in (1) above, teachers not assigned a scheduled class may be assigned to substitute.
    - c) Teachers who are assigned or volunteer to substitute shall be paid when they lose their designated planning period.
    - d) No teacher shall be required to substitute for more than one (1) period per day.

**2. Elementary School**

- a) Teachers not assigned to a regular class may be assigned to substitute if no volunteers are available.
- b) Teachers who are assigned to substitute shall be paid an amount equal to that of loss of planning period.
- c) No teacher shall be required to substitute for more than one (1) hour per day.

21-5

**Type and Length of Assignment**

- A. A substitute may be used to fill a position during the time a MBU is absent because of sick leave, personal leave, family leave, special bereavement leave, personal business, emergency leave, judicial leave, military leave, physical assault, public office leave, released time, extended leave, administrative leave, and leave of absence without pay when the intent is to return within the same school year.
- B. A substitute may also be used as follows **(HOWEVER, IT IS NOT THE INTENT TO UNREASONABLY DELAY THE FILLING OF VACANCIES.):**
  - 1)** During the fifteen (15) day period before a vacancy is filled;
  - 2)** **FOR ANY VACANCY OCCURRING BETWEEN THE FIRST CONTRACT DAY AND SEPTEMBER 14; or**
  - 3)** For any vacancy occurring after February 1.
- C. If a substitute qualifies for the vacancy he/she is substituting in, and has been in that position for more than fifteen (15) days, he/she will be employed to fill that position with retroactive salary and benefits (not including retroactive insurance coverage).
- D.** If a substitute does not qualify for the vacant position he/she is substituting in and has filled that vacant position for more than fifteen (15) days, then the substitute shall be entitled to retroactive compensation equal to that of a Bachelor level, first year, regular contract MBU.
- E.** Any MBU hired after the first contract day of the school year and who has been substituting in a vacant position will be employed as a MBU from the 16th day in that position (not including retroactive insurance coverage).

21-6

**Extension**

- A. The fifteen (15) day limit to fill a vacancy may be extended to no more than thirty (30) days if (1) no applicants apply who meet the vacancy criteria; or (2) the individual initially selected rejects the position; or (3) the individual selected cannot assume the position within the fifteen (15) day period; or (4) the vacancy occurs between April 1 and the last day of school. Any situation that requires an extension of time will be described to TEA in written correspondence delivered to TEA prior to any extension.
- B. A substitute filling a vacancy occurring after February 1 for more than fifteen (15) days shall be employed as a new hire for the following school year and shall be

accorded DIT status and assigned in accord with Articles 7 and 8. Any such situation will be described to TEA in written correspondence delivered to TEA prior to any extension.

**21-7 Selection of Substitutes**

- A. MBUs have the right to request specific substitutes.
- B. The District shall assign the requested substitutes if those substitutes are available.

**21-8 No Permanent Substitute**

No MBU shall be assigned as a permanent substitute.

## ARTICLE TWENTY-TWO

### CLASS SIZE

**22-1 Limited Facilities**

In any class in which instruction is solely or largely dependent upon the use of special equipment, machines or special work stations of a highly individualized nature, the District shall consult with the MBU of such a class to determine the optimum class size.

**22-2 Maximum Class Size**

- A. By SEPTEMBER 14 ~~September 21~~ of each year, no regular classroom teacher in an elementary school shall be assigned more than the number of students for each grade listed EXCEPT AS PROVIDED IN 22-2-B AND 22-8 BELOW.

K	=	26
1-3	=	29
4-6	=	30
Combination	=	27
<u>MULTI-AGE CLASSES</u>	=	<u>27</u>

- B. Class size maximums IN AN ELEMENTARY SCHOOL may be exceeded by up to three (3) students when there is no additional classroom space in the school or if all classes at a grade level are at maximum and no reasonable combination class can be formed and exceeding the class size limit will eliminate the need to hire an additional teacher. Assignment of students that exceed the class size maximum shall be made by the principal after consideration of volunteers. Exceeding the class size limit is permissible only if the District consults with the Association PRIOR TO EXCEEDING.

**22-3 Combination Classes**

- A. Kindergarten classes shall be exempt from becoming combination classes.
- B. A bilingual combination class may only be formed in circumstances where there are no qualified bilingual teachers available. No bilingual combination class shall be formed without the written approval of the teacher.
- C. Teaching assignments for combination classes shall be made by the principal after consideration of volunteers. The assignments shall be distributed equitably.

**22-4            MULTI-AGE CLASSES**

**ASSIGNMENTS TO MULTI-AGE CLASSES SHALL BE ON A VOLUNTARY BASIS.**

**22-5            Mainstreamed Students**

- A. Mainstreamed students that are mainstreamed for any period of time shall be counted as full time students in both the regular classroom and the exceptional education classroom.
- B.
  - 1. One elementary student mainstreamed under either of the following conditions shall not be counted as a full-time student in the regular classroom:
    - a. Mainstreamed for thirty (30) minutes a day or less; or
    - b. Mainstreamed for one (1) hour or less per week.
  - 2. Only one such student will be mainstreamed under one of the above conditions in any one classroom.
- C. No student will be mainstreamed prior to a conference between the sending and receiving teacher. The administrator may attend the conference, when appropriate.

**22-6            Maximum Class Sizes for Exceptional Education Classes**

- A. By October 15, Exceptional Education teachers shall not be assigned more than the following number of students for each year:

Mild Mental Retardation Self-Contained	17
Emotional Disability Self-Contained	12
Hearing Impairment Self-Contained	12
Specific Learning Disability Self-Contained	15
Multiple Disability Self-Contained	10
Severe Mental Retardation Self-Contained	10
Autism Self-Contained	10
Orthopedic Impairment Self-Contained	12
Speech/Language Impairment Self-Contained	13
Moderate Mental Retardation Self-Contained	10
Cross Categorical Service (CCS)	17
Cross Categorical Service Bilingual (CCS/B)	17
Cross Categorical Bilingual Self-Contained (CCB)	15
Cross Categorical Primary/ <u>INTERMEDIATE</u>	12
Resource (SLD/MIMR/OI/ED/OHI/TBI)	22
Hearing Impairment Resource	14
Speech/Language Impairment Resource	57
Visual Impairment Resource	17
Occupational Therapy Resource	57
Physical Therapy Resource	57

- B. Exceptional Education resource caseloads may be exceeded by up to two (2) students.

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- C. High School Exceptional Education students' classes shall be determined at the IEP conference which shall include the department chairperson, the exceptional education teacher and the parent.
- D. When combining two specific categories as listed in 22-6, 22-5-A, with the exception of cross categorical and resource classrooms, the staffing will be 80% of the highest class ratio.

22-7

**A. Students With a 504 Accommodation Plan**

MBUs shall be notified in writing by the site administrator/DESIGNEE of student(s) assigned to them who have been identified as students with 504 accommodation plans. Notification shall occur within five (5) days of assignment.

- B. Every effort will be made to equitably distribute students with 504 accommodation plans among all MBUs within the appropriate grade and/or subject area.

22-8

**TEACHER ASSISTANT ENTITLEMENT**

- A. Four (4) hours of teacher assistant time per day are provided immediately upon exceeding the class size by one (1), AS DEFINED IN 22-2-A.
- B. Teachers of combination classes IN ELEMENTARY SCHOOLS Grades 1 through 6 shall be PROVIDED two (2) hours of assistant time per day WHEN THE CLASS EXCEEDS 24 STUDENTS.
- C. Two (2) hours of assistant time per day shall be provided when EXCEPTIONAL EDUCATION RESOURCE CASELOADS (AS DEFINED IN 22-6-A) ARE EXCEEDED BY ONE STUDENT.
- D. All bilingual classes will be provided with at least two (2) hours of assistant time per day.
- E. IN AN ELEMENTARY SCHOOL, TWO HOURS OF TEACHER ASSISTANT TIME SHALL BE PROVIDED IMMEDIATELY WHEN A BILINGUAL COMBINATION CLASS IS CREATED.
- F. ALL MBUs ENTITLED TO TEACHER ASSISTANT TIME SHALL RECEIVE TWO (2) EXTRA DAYS OF TEACHER ASSISTANT TIME IN ADDITION TO THE TEACHING DAYS. THE EXTRA DAYS SHALL BE TAKEN ON THE PRESCHOOL PREPARATION DAYS OR THE FIRST THREE (3) GRADING DAYS.
- G. TEACHER ASSISTANT TIME PROVIDED IN A-F ABOVE IS IN ADDITION TO ANY OTHER TEACHER ASSISTANT TIME.

## ARTICLE TWENTY-THREE

### MIDDLE SCHOOL/HIGH SCHOOL STAFFING

#### 23-1      Teacher Load

- A. By SEPTEMBER 14 ~~September 21~~ of each year, the STUDENT load per full-time teacher shall BE AS FOLLOWS:
1. 158 FOR ALL MIDDLE SCHOOL AND HIGH SCHOOL CLASSES EXCEPT VOCAL MUSIC, BAND, ORCHESTRA TYPING AND ANY CLASS OF LESS THAN FIFTEEN (15) MINUTES DURATION;
  2. 175 FOR MIDDLE SCHOOL AND HIGH SCHOOL PE CLASSES; AND
  3. FOR LESS THAN FULL-TIME-TEACHERS, THE STUDENT LOAD SHALL BE PROPORTIONAL TO THE TEACHER'S CONTRACT.
- B. The SEPTEMBER 14 ~~September 21~~ deadline may be exceeded by up to ten (10) days in those situations in high schools where the additional time is required to verify accurate District enrollment figures. TEA will be notified in writing prior to any extension. This extension will also apply to Articles 8-4-A and 8-4-E.

#### 23-2      Class Size

BY SEPTEMBER 14 OF EACH YEAR, INDIVIDUAL CLASS SIZES FOR BOTH MIDDLE AND HIGH SCHOOL TEACHERS SHALL NOT EXCEED 35 WITH THE EXCEPTION OF VOCAL MUSIC, BAND, ORCHESTRA, AND TYPING.

#### 23-3      EXCEEDING STUDENT LOAD/CLASS SIZE

Class size and student load maximums may be exceeded

- A. with the permission of the teacher, or
- B. the student load per teacher may be exceeded by no more than three (3) students if the following conditions are met in this order:
1. Prior to exceeding, the District consults with the Association;
  2. Any assignment of students that exceeds the student load limit shall be made only after consideration of volunteers;
  3. Exceeding the student load limit will eliminate the need to hire another teacher, or eliminate the folding of in-place remedial, advanced or elective classes.

## ARTICLE TWENTY-FOUR

### RETIREMENT INCENTIVE

#### 24-1      Incentive Pay

- A. After twenty (20) consecutive years of full-time service in the Tucson Unified School District, a MBU may elect early retirement by making written application to the District's Executive Director of Human Resources on or before November 25 for MBUs retiring at end of the semester, or January 31 if the MBU retires at end of a school year. The years of consecutive service shall include any part-time service, provided that the total full-time and part-time service pro-rated according to the percentage of the school year worked, and according to the percentage of a full contract, is equivalent to twenty (20) years of full-time service.



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The notice may be withdrawn until and including the first Monday in March after the application is made. In the event state legislation concerning retirement is changed in such a way as to allow MBUs benefits unavailable before the change, the date for application for retirement shall be reopened for a period of fifteen (15) days following the enactment of the legislation.

- B. The District shall provide pay for unused sick leave accrued before June 30, 1991, and not used before date of retirement, according to the following rate of pay: Rate of pay shall be the base salary daily rate of pay as found under the MBU's educational qualifications on Step One of the salary schedule for 1994-95. Rate of pay shall be multiplied by the number of sick leave days accumulated prior to June 30, 1991. Payment shall be included in the last payroll in that fiscal year or the first payroll of the following fiscal year, at the District's option. All legally required deductions will be taken from the incentive payment, including the employee's contribution to the State Retirement fund, if any. Sick leave used subsequent to July 1, 1991, will be deducted from sick leave accumulated after July 1, 1991, unless that accumulation has been depleted.
- C. If after twenty (20) consecutive years of full-time service in the Tucson Unified School District, a MBU dies, the benefits described in 24-1-B will be paid to the estate of the deceased.
- D. A MBU shall receive the retirement benefits contained herein if the effective date of the retirement is at the end of a semester or at the end of a school year. Exceptions to this provision may be granted to applicants who are forced to retire because of emergency.

### 24-2

#### Separation

Upon separation, MBUs with at least fifteen (15) consecutive years of full-time service in TUSD are eligible to request and receive pay for ninety percent (90%) of the days of unused sick leave accumulated subsequent to July 1, 1991. This request will be through written application to the District's Executive Director of Human Resources on or before November 25 for MBUs separating at the end of the semester, or January 31 for MBUs separating at the end of the school year. The years of consecutive service shall include any part-time service, provided that the total full-time and part-time service pro-rated according to the percentage of the school year worked, and according to the percentage of a full contract, is equivalent to fifteen (15) years of full-time service. The rate of pay will be the daily substitute rate at the time of separation.

### 24-3

#### Optional Early Retirement Program

- A. The last MBUs who were accepted into this Article 24-3, Optional Early Retirement Program, were those who entered the program prior to the 1991-92 school year.
- B. MBUs participating in optional early retirement shall be offered an "early retirement contract" for the next school year. The "early retirement contract" shall be renewed each consecutive year thereafter until the MBU reaches the age 70, but in no event

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shall any MBU be entitled to have his or her "early retirement contract" renewed more than six (6) consecutive years.

- C. MBUs participating in this program will serve a maximum number of days per year, specified below, at mutually agreed upon services. Annual compensation for this program shall be:  
\$6500.00 for MBUs who elect to serve a maximum of thirty (30) days per year;  
\$3250.00 for MBUs who elect to serve a maximum of fifteen (15) days per year;  
\$1550.00 for MBUs who elect to serve a maximum of seven (7) days per year.
- D. MBUs participating in the optional early retirement may, upon request, continue enrollment in the District's adopted Group Health Insurance Plan. The District will continue to pay the total annual single coverage premium for the MBU for a period coterminous with the contract period defined in Article 24-2-B.
- E. Once a MBU has entered into this program, he/she may drop his/her participation at any time by notifying the District's Executive Director of Human Resources in writing. Once the MBU withdraws from this program, he/she may not re-enter.
- F. Exercise of Article 24-2 benefits disallows a MBU from receiving the benefits of 24-1 of this Article.

24-4

### **No Vested Rights**

MBUs who do not serve notice of retirement as provided in Article 24-1-A during the term of this Agreement shall gain no vested rights through or under this Article.

24-5

### **Right to Reopen**

Based on official action by the Board of Directors of TEA or the Governing Board of TUSD and upon written notice of said action, either party reserves the right to reopen negotiations of Article 24, or any part thereof, under circumstances where the District or the Association deem it necessary to do so to facilitate the assertion of a legal position.

## **ARTICLE TWENTY-FIVE**

### **LEAVES OF ABSENCE WITH PAY**

25-1

#### **Sick Leave/Personal Leave**

- A
  - 1. MBUs shall be credited with a total of twelve (12) days of sick leave at the beginning of a school year. For MBUs on extended contract, leave shall be increased according to the additional percentage of the school year worked. For part-time MBUs, leave shall be prorated according to the percentage of the school year worked based on a 7.5 hour day.
  - 2. Sick leave shall be accumulated without limit.
  - 3. MBUs shall receive written notification of their total accumulated sick leave within thirty (30) days after the opening of each school year.
  - 4. When on authorized sick leave, no MBU shall suffer loss of leave time or salary and benefits during calendared holidays.

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5. For bona fide reasons, the District may require a doctor's excuse after three (3) consecutive days of absence on sick leave.

- B. 1. Seven of each MBU's 12 days of annually credited sick leave may be used for the MBU's personal leave. Any of these days not used by a MBU during the school year will revert to the MBU's accumulated sick leave. Personal leave days may not be taken on the day immediately prior to or after a holiday, or vacation. A MBU planning to use a personal leave day or days shall notify his or her principal at least one (1) day in advance, except in cases of emergency. For part-time MBUs or MBUs on extended contract, personal leave is prorated according to the percentage of the school year worked. Any so-called "job-action" against the District is not a valid reason for personal leave.
2. MBUs may choose to take up to one (1) additional personal leave day per year provided that the MBU reimburses the District the daily substitute rate. The one (1) additional personal leave day may not accumulate. This day is in addition to the seven (7) days specified in Article 25-1-B-1.

**25-2 Family Illness**

Sick leave may be used by a MBU in the event of a family illness requiring his/her presence. For bona fide reasons, after two (2) consecutive days absence on sick leave the District may require a doctor's statement.

**25-3 Bereavement Leave**

Five (5) days of bereavement leave, plus necessary travel time, exclusive of weekends, shall be granted for death in the family. These days shall be charged to sick leave.

**25-4 RELIGIOUS LEAVE**

**MBUS MAY USE PERSONAL LEAVE FOR ABSENTEEISM FOR DAYS OF RELIGIOUS OBSERVATION WHEN THE NEED FOR RELIGIOUS LEAVE IS DOCUMENTED. WHEN A RELIGIOUS OBSERVATION DAY OCCURS BEFORE OR AFTER A HOLIDAY OR VACATION, MBUS SHALL NOT BE DOCKED IF PERSONAL LEAVE BALANCES ARE AVAILABLE.**

**25-5 Holiday Pay**

MBUs shall suffer no loss of leave time or salary and benefits during calendared holidays, provided they were on pay status during any portion of their regular work day immediately preceding or succeeding the holiday.

**25-6 Special Bereavement Leave**

In the event of the death of a student, at least one faculty member shall be permitted to attend the funeral without loss of leave time or compensation. In the event of death of a faculty member, close friends shall be permitted to attend the funeral without loss of leave time or compensation. Furthermore, in the event of death of a faculty member, members of the same department and/or grade level within the building shall be permitted to attend the funeral without loss of leave time or compensation.

**25-7**

**Emergency Leave**

Emergency leave without reduction of pay or leave shall be granted to MBUs who are unable to avoid tardiness or absence due to weather, flood, fire, or other so-called "Acts of God."

**25-8**

**Judicial Leave**

- A. MBUs subpoenaed for jury duty or as a witness shall not suffer loss of earnings as a result of such service. An employee may choose: 1) to keep his/her jury duty or witness pay and have his/her pay docked an equal amount; or, 2) in cases where jury duty pay exceeds the employee's daily rate, he/she may use a personal leave day or be docked at his/her daily rate instead of using a jury code for those days.
- B. Employees subpoenaed for jury duty or as a witness shall submit a copy of the jury summons or subpoena to his/her immediate supervisor and inform the supervisor of his/her choice regarding jury duty pay. Absence forms shall be submitted in the pay period while serving as a juror or as a witness. No receipt need be submitted with the absence sheet if the employee chooses to take a pay dock or a personal leave day.
- C. Absences due to litigation (when a MBU is either a plaintiff or a defendant) must be charged to personal leave or personal business in accord with Article 26-3, and may be taken before or after a holiday or vacation.

**25-9**

**Military Service**

- A. A MBU shall receive pay for all days during which he/she is employed in training duty under orders with any branch of the armed forces for a period not to exceed thirty days in any two consecutive years. For purposes of this section only, the term "year" means the fiscal year of the U.S. government. (ARS-38-610).
- B. Induction into the military for an extended period of time shall not be at District expense; however, upon return, he/she shall be placed in his/her former or comparable position, in accordance with ARS 38-298, as amended 1964.

**25-10**

**Absence Due to On-the-Job Injury**

- A. In the event of absence due to on-the-job injury, the District shall pay, while accumulated sick leave lasts, the necessary amount above the monies received by the MBU from the Industrial Commission to provide for 100% income. Accumulated sick leave shall be utilized at the same percentage as the salary payments contributed by the District.
- B. When sick leave is exhausted, the MBU will be placed on an unpaid leave of absence pending release to return to work.
- C. Within four (4) weeks of return to work, a MBU may make arrangements with payroll to buy back sick leave used for an on-the-job injury.

**25-11**

**Sabbatical Leave**

- A. Any MBU entitled to a sabbatical under the State laws of Arizona may be granted a sabbatical leave for professional study or research which benefits the school program and pupils of the District.
- B. Any MBU who shall have completed seven (7) consecutive full years of satisfactory service immediately prior to the time the sabbatical leave is to commence, and who has not previously been granted a sabbatical leave of absence in the Tucson Unified School District is eligible to apply.

A MBU may be considered for a sabbatical leave even though a leave may have been granted within the last three (3) years.

- C. Applicants shall submit their proposed sabbatical program for the following school year to the sabbatical committee prior to winter vacation. Applicants shall be notified by the office of the Superintendent of the status of their application by February 15.
- D. Sabbatical leaves may be granted by the Governing Board for any period of time, but not to exceed two (2) consecutive full semesters.

Compensation for a MBU on sabbatical leave shall be paid one-half (1/2) of the salary and fringes to which he/she is entitled by experience and education, extra assignment pay excluded.

- E. A MBU on sabbatical leave shall be considered to be in the employ of the District and shall have a contract.
- F. A MBU granted sabbatical leave must return to the District not later than one year after commencement of the sabbatical leave for renewal of employment for at least one year. If he/she chooses not to return, he/she shall be required to refund the amount of compensation received from the District during the sabbatical leave period.

If leave is granted, all rights of tenure, retirement, accrued leave with pay, salary increments, seniority and benefits provided by law shall be preserved and available to the applicant after the termination of the sabbatical leave period.

- G. A sabbatical committee shall be comprised of seven (7) members, one of whom will be a representative from the Human Resources Department (who will act as chairperson) and six (6) members who will be mutually selected by the District and the Association. If the District and Association cannot reach agreement on the committee members by November 1, each party will select three (3) members. The committee shall use the following criteria when reviewing the applications:
  - 1. Merit of the applicant's proposed program;
  - 2. Applicant's length of service in the District;
  - 3. Distribution from the areas of elementary, middle school and secondary.

- H. The number of sabbatical leaves granted in any one school year shall be determined by the Board. The sabbatical committee shall make the final recommendations for selection from the list of applicants. These recommendations along with the Superintendent's recommendations, shall be submitted to the Governing Board for consideration. For the 1996-97 ~~1995-96~~ school year, the Governing Board will not consider requests for sabbatical leave.
- I. Any change in an approved sabbatical plan must be approved in advance by the Exec. Director of Human Resources.

**25-12**

**Released Time**

- A. Released time without loss of pay may be granted for MBUs to attend a District approved specific conference or convention subject to availability of funds. First consideration shall be given to MBUs on the program or holding office. Substitutes shall be provided for those MBUs granted released time.
- B.
  - 1. Released time forms requiring Board approval must be submitted to the immediate supervisor at least four (4) weeks prior to the scheduled date of the released time.
  - 2. Released time forms not requiring Board approval must be submitted to the immediate supervisor at least seven (7) days prior to the scheduled date of the released time.
  - 3. In cases of emergency, released time may be granted when the requests do not comply with the specified timelines.

**25-13**

**Exchange Teaching**

A one-year (1) leave of absence, with pay, may be granted to a teacher who qualifies for an exchange position.

**25-14**

**Medical Leave Assistance Program**

- A. MBUs who have depleted their accrued sick and personal leave as a result of serious illness or injury may request access to the Medical Leave Assistance Program by submitting a form to the Executive Director of Human Resources asking to receive donations of sick leave from other MBUs. Serious illness or injury is defined as a "non work related" illness or injury that is anticipated to last for the continuous period of time of four or more weeks, as verified by a licensed health care practitioner.
- B. The donor MBU may donate a maximum of five (5) sick leave days annually and may only donate if he/she has thirty (30) or more days of accumulated sick leave. The donor MBU will designate the donation in the name of the MBU to receive the donation.
- C. The MBU recipient will be credited with the number of days donated, up to a maximum of one week after their projected return to work. Days donated in excess of this amount will be held in reserve and credited to the MBU only if needed. If

not needed, days in excess of one week beyond the original amount requested will be restored to the donor(s). Days of leave, not the actual wage of the donor MBU, will be donated.

- D. No MBU shall be eligible for the Medical Leave Assistance Program after he/she qualifies for long-term disability coverage.

## ARTICLE TWENTY-SIX

### UNPAID LEAVES OF ABSENCE

- 26-1      A.      1.      The Board may grant a leave of absence to MBUs not to exceed one (1) year for the purpose of: professional study, travel, training programs, child care, health, military service, participation in Association activities (whether local, state or national), and/or to campaign or serve in public office. ~~and other bona fide reasons~~. All requests for such leaves of absence shall be submitted to the District by January 31. Only emergency requests will be considered after January 31.
2.      MBUs may be granted consecutive leaves.
- B.      Requests for medical leave shall be accompanied by a doctor's verification of the illness or disability and a projected date for return to work.
- C.      Upon granting the authorized absence, all rights of tenure, seniority, retirement, accrued leave with pay and other benefits shall be preserved and available to the applicant after the termination of the leave.
- D.      MBUs on unpaid leave of absence shall be allowed to continue insurance coverage in the program in which he/she is enrolled, provided the MBU notifies the District of his/her desire to continue, and pays the premiums for the insurance and other benefits at the MBU's expense.
- E.      No leave of absence denial shall be arbitrary, capricious or without basis in fact.

- 26-2      **Extended Medical Leave (Does not apply to on the job injury.)**  
When a MBU has exhausted his/her sick leave days and is medically unable to return to work, he/she shall be allowed up to thirty (30) consecutive days on an off-pay status, with a doctor's excuse. During this off-pay status, the District will continue to pay premiums on its portion of District-sponsored insurance plans in which the MBU was enrolled at the beginning of his/her off-duty pay status. At the end of this period, he/she must return to work (pending a medical release), or go on an unpaid leave of absence.

- 26-3      **Personal Business**  
Leaves for personal business may be granted; however, it shall be with loss of pay and shall not exceed thirty (30) days. At the end of this period he/she must go on an unpaid leave of absence or return to work.

**26-4 Public Office Leave**

MBUs elected to public office shall be granted released time with loss of pay when the duties of public office conflict with the MBU's regular assignment.

**26-5 Family and Medical Leave**

A. A MBU who, at the time leave is effective, has been employed full-time in the District for one year shall be allowed up to 12 weeks of unpaid leave for the following reasons:

- 1) birth of a child and first year of child care
- 2) adoption or foster placement of a child
- 3) illness of the employee, spouse, parent or child.

B. During this unpaid leave, the District will continue to pay premiums on its portion of District-sponsored medical insurance in which the employee was enrolled at the beginning of the leave.

C. Requests for Family Leave shall be accompanied by the appropriate documentation.

D. 26-2 (Extended Medical Leave) and 26-5 (Family Leave) may not be used in conjunction with each other.

**ARTICLE TWENTY-SEVEN**

**HEALTH EXAMINATION**

27-1 When the District determines that a MBU's health condition (mental or physical) may be impairing his/her job performance, the immediate supervisor, site administrator, or Regional Assistant Superintendent, with the concurrence of the Human Resources Department may, with just cause, direct the MBU to have a health examination at District expense. The MBU will be given a copy of the directive which will state the reason(s) for such examination. Following the examination, results will be sent by the Human Resources Department to the MBU and immediate supervisor. All communication which results from the implementation of this Article shall be handled in a confidential manner.

**ARTICLE TWENTY-EIGHT**

**FRINGE BENEFITS**

**28-1 Amount and Type**

A. The District shall provide each full-time MBU with the option of participating in the insurance programs as specified in Article 28-2. For each eligible full-time MBU who elects coverage, the District shall pay up to \$1,453 ~~\$1425~~ of the premiums for the District-sponsored insurance programs of the MBU's choice. FOR THE 1997-98 SCHOOL YEAR, IF THE ANNUAL COST OF THE DISTRICT-SPONSORED HMO INCREASES FOR 1997-98, THE DISTRICT CONTRIBUTION WILL INCREASE BY THE SAME AMOUNT. UP TO A MAXIMUM OF \$1,478. Should the MBU not choose to participate in said medical insurance, the District shall provide a dollar amount equal to the above for the MBU to select other insurance programs listed in this Article.



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- B. For eligible part-time MBUs, fringe benefits shall be prorated according to the percentage of the school year worked.
- C. All full-time MBUs shall be provided with a \$10,000 term life insurance policy at District expense. MBUs shall have the option of purchasing additional term life insurance from the amount allocated in Article 28-1-A above or at the employee's expense.

**28-2 Types of Insurance**

The District shall provide the following insurance programs from which a MBU may choose:

- A. Health Maintenance Organization or
- B. Indemnity Medical Insurance, if available as a Board adopted plan;
- C. Dental Insurance;
- D. Income Protection Insurance;
- E. Coverage for spouse and/or dependent children in items A, B, and C above;
- F. Supplemental Life Insurance;
- G. Vision.

**28-3 Insurance Committee**

Any future changes in the District's medical and health insurance program will be recommended by an insurance committee. This committee shall consist of eleven (11) members, five (5) appointed by the Association, and six (6) appointed by the District.

**28-4 Payroll Deduction**

Payroll deduction shall be made available upon request to any MBU for any of the following:

- A. District approved benefits;
- B. California Casualty Automobile and Home Insurance;
- C. Direct deposit to District-approved banking institutions.

**28-5 Health Insurance Benefit Retention**

MBUs on unpaid leave may retain their insurance benefits by paying the premiums personally.

**28-6 Open Enrollment**

During an open enrollment period, MBUs shall have the opportunity to select his/her health insurance carrier plan and coverage. Any open enrollment period shall occur between the dates of September and June, and shall be at least thirty (30) calendar days in duration. A MBU may discontinue participation in any portion of the insurance program at any time, subject to the provisions of the insurance carrier.

**28-7 Newly Eligible Employees**

A newly eligible employee shall be provided at least thirty (30) calendar days to select his/her insurance programs. If he/she declines to participate in any District insurance programs, he/she shall so indicate the refusal on the enrollment form.

## ARTICLE TWENTY-NINE

### EXTRA DUTY PAY SCHEDULE

29-1

#### High School

A. THE PAY FOR EXTRA DUTY WILL BE DISTRIBUTED EQUALLY OVER THE PERIOD OF THE ASSIGNMENT.

B. IF DURING THE COURSE OF THE EXTRA DUTY ASSIGNMENT THE ACTIVITY IS DISCONTINUED, THE OBLIGATION TO CONTINUE THE STIPEND SHALL CEASE.

C. EXTRA DUTY ASSIGNMENTS ARE NOT ISSUED PURSUANT TO THE ARIZONA TENURE LAW. HOWEVER, TERMINATION OF AN EXTRA DUTY ASSIGNMENT SHALL BE IN ACCORDANCE WITH DISTRICT POLICIES AND THE TERMS OF THE CONSENSUS AGREEMENT.

1. ALL DUTIES OF THE EXTRA DUTY ASSIGNMENT SHALL BE PERFORMED FOR THE DURATION OF THE ASSIGNMENT.

2. THESE DUTIES AND THE CONSIDERATION FOR THEM SET FORTH BELOW, ARE SEPARATE AND DISTINCT FROM ANY OTHER CONTRACTUAL OBLIGATIONS BETWEEN MBU AND DISTRICT, AND ARE IN ADDITION TO THOSE OTHER DUTIES.

D. 1. Any MBU performing any of the following extra duties shall be paid the salary listed below. If more than one MBU at a site performs any of the listed extra duties, each person shall be paid the salary listed below. No person will perform any of the extra duty assignments without his/her consent and the written consent of the site administrator.

2. The stipend for extra duty is determined by multiplying the index by the MBU's PLACEMENT LEVEL SALARY FOUND ON THE EXTRA DUTY SCHEDULE (29-6). IN NO EVENT WILL THE PLACEMENT LEVEL SALARY BE LESS THAN THE SALARY USED TO CALCULATE THE MBU'S EXTRA DUTY PAY THE PREVIOUS YEAR.

E. **EXTRA DUTY**

**INDEX**

Sports

Basketball .13

Football .13

Baseball .11

Softball .11

Intramural (full time) .11

Track .11

Wrestling .11

Soccer .11

**SPIRIT LINE .09**

Volleyball .11

Swimming .10

Tennis .10

Cross Country (boys/girls) .10

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Golf	.10
Assistant Coach	.09

None of the above shall be provided as a regularly scheduled class during the school day.

<b><u>F.</u></b>	<b>EXTRA DUTY</b>	<b>INDEX</b>
	<u>Service</u>	
	Manager of Interscholastic Activities	.15
	Department Chairperson (66+)	.10
	<del>Spirit Line</del>	<del>.09</del>
	Department Chairperson (31-65 classes)	.08
	<b>INTRAMURAL (FULL-TIME)</b>	<b>.11</b>
	Student Council	.07
	Newspaper	.07
	Yearbook	.07
	Department Chairperson (16-30 classes)	.07
	Debate/Speech	.06
	Head Librarian	.05
	Department Chairperson (10-15 classes)	.05
	Class Sponsor	.04

**G.** All high school department chairs shall be granted either one period to conduct departmental business or the stipend pay listed above. All high school newspaper and yearbook sponsors shall be provided a regularly scheduled class for each extra duty assignment. Managers of Interscholastic Activities will either be relieved of teaching duties for one period a day to conduct interscholastic activities or receive the stipend pay listed above.

~~Spirit Line shall not be provided a regularly scheduled class during the school day.~~

<b><u>H.</u></b>	<u>Fine Arts</u>	
	Band/Drill	.09
	Dramatics	.07
	Dance	.05
	Orchestra	.05
	Vocal Music	.05

**I.** All Fine Arts teachers shall be provided regularly scheduled classes in which to implement the prescribed curriculum in each of the areas listed above. The indicated stipend is compensation for supervision of their curricular/extra curricular extra duty activities beyond the normal working day.

**J.** Travel  
District Required Travel      20.5 cents per mile or no less than any other District employee.

District required travel does not include mileage pay for MBUs (whose extra duty is at a different school than their position assignment) to travel to the extra duty job site.

**K.** Student Supervision

Any MBU who volunteers to perform the following extra duties shall be paid as listed below:

- |    |   |                    |
|----|---|--------------------|
| 1. | Loss of planning period                         | \$13.00 per period |
| 2. | Student supervision outside the normal work day | \$10.00 per hour   |
| 3. | Behind-the-Wheel driver training                | \$10.00 per hour   |
| 4. | Lunch Room Duty                                 | \$10.00 per hour   |
| 5. | Bus Duty  | \$10.00 per hour   |
| 6. | Playground Supervision                          | \$10.00 per hour   |

**L.** Acting Administrators in Schools and Alternative Programs

Acting administrators (teachers) are to receive their regular teacher's salary, a substitute if acting for the building administrator for one-half (1/2) day or more, plus up to five (5) compensatory days time for time served in this capacity.

29-2

**Middle School**

**A.** THE PAY FOR EXTRA DUTY WILL BE DISTRIBUTED EQUALLY OVER THE PERIOD OF THE ASSIGNMENT.

**B.** IF DURING THE COURSE OF THE EXTRA DUTY ASSIGNMENT THE ACTIVITY IS DISCONTINUED, THE OBLIGATION TO CONTINUE THE STIPEND SHALL CEASE.

**C.** EXTRA DUTY ASSIGNMENTS ARE NOT ISSUED PURSUANT TO THE ARIZONA TENURE LAW. HOWEVER, TERMINATION OF AN EXTRA DUTY ASSIGNMENT SHALL BE IN ACCORDANCE WITH DISTRICT POLICIES AND THE TERMS OF THE CONSENSUS AGREEMENT.

**1.** ALL DUTIES OF THE EXTRA DUTY ASSIGNMENT SHALL BE PERFORMED FOR THE DURATION OF THE ASSIGNMENT.

**2.** THESE DUTIES AND THE CONSIDERATION FOR THEM SET FORTH BELOW, ARE SEPARATE AND DISTINCT FROM ANY OTHER CONTRACTUAL OBLIGATIONS BETWEEN MBU AND DISTRICT, AND ARE IN ADDITION TO THOSE OTHER DUTIES.

**D.** **1.** Any MBU performing any of the following extra duties shall be paid the salary listed below. If more than one MBU at a site performs any of the listed extra duties, each person shall be paid the salary listed below. No person will perform any of the extra duty assignments without his/her consent and the written consent of the site administrator.

**2.** The stipend for extra duty is determined by multiplying the index by the MBU'S PLACEMENT LEVEL SALARY FOUND ON THE EXTRA DUTY

**SCHEDULE (29-6). IN NO EVENT WILL THE PLACEMENT LEVEL SALARY BE LESS THAN THE SALARY USED TO CALCULATE THE MBU'S EXTRA DUTY PAY THE PREVIOUS YEAR.**

<b><u>E.</u></b>	<b>EXTRA DUTY</b>	<b>INDEX</b>
	<u>Sports</u>	
	Basketball	.045
	Intramural (full-time)	.06
	Track	.045
	Volleyball	.045
	Soccer	.045
<b><u>F.</u></b>	<u>Service</u>	
	Student Council	.04
	Audio Visual	.04
	Songleader/Cheerleader	.03
	Newspaper	.03
	Yearbook	.03
<b><u>G.</u></b>	<u>Fine Arts</u>	
	Vocal Music	.03
	Band	.03
	Orchestra	.03
	Drama	.03
<b><u>H.</u></b>	All Fine Arts teachers shall be provided regularly scheduled classes in which to implement the prescribed curriculum in each of the areas listed above. The indicated stipend is compensation for supervision of their curricular/extra curricular extra duty activities beyond the normal working day.	
<b><u>I.</u></b>	<u>Travel</u>	
	District Required Travel	20.5 cents per mile or no less than any other District employee.

District required travel does not include mileage pay for MBUs (whose extra duty is at a different school than their position assignment) to travel to the extra duty job site.

<b><u>J.</u></b>	<u>Student Supervision</u>	
	Any MBU who volunteers to perform the following extra duties shall be paid as listed below:	
	1. Loss of planning period	\$13.00 per period
	2. Student supervision outside the normal work day	\$10.00 per hour
	3. Lunch Room Duty	\$10.00 per hour
	4. Bus Duty	\$10.00 per hour
	5. Playground Supervision	\$10.00 per hour
	6. <del>Intersessions</del>	<del>\$20.00 per hour</del>
	<del>This reference to "intersessions" only applies until August 1, 1996.</del>	

**K.**     **Acting Administrators in Schools and  
Alternative Programs**

Acting administrators (teachers) are to receive their regular teacher's salary, a substitute if acting for the building administrator for one-half (1/2) day or more, plus up to five (5) compensatory days time for time served in this capacity.

29-3

**Elementary School**

- A.**     Any MBU performing the following extra duties shall be paid the rate listed below for the number of hours that the site principal determines are available and necessary for the extra duty to be accomplished. If more than one MBU at a site performs any of the listed extra duties, each person shall be paid the salary listed below. No person will perform any of the extra duty assignments without his/her consent and the written consent of the site administrator.

Safety Patrol	\$13.00/hour
Vocal Music	\$13.00/hour
Student Council	\$13.00/hour

**B.**     **Travel**

District Required Travel                      20.5 cents per mile or no less than any other District employee

District required travel does not include mileage pay for MBUs (whose extra duty is at a different school than their position assignment) to travel to the extra duty job site.

**C.**     **Student Supervision**

Any MBU who volunteers for or is assigned to perform the following supervisory duties shall be paid as listed below:

- |  |                             |
|--|-----------------------------|
| 1.     Loss of planning period                         | \$13.00 per period          |
| 2.     Student supervision outside the normal work day | \$10.00 per hour            |
| 3.     Lunch Room Duty                                 | \$10.00 per hour            |
| 4.     Bus Duty  | \$10.00 per hour            |
| 5.     Playground Supervision                          | \$10.00 per hour            |
| <del>6.     Intersessions</del>                        | <del>\$20.00 per hour</del> |

**~~This reference to "intersessions" only applies until August 1, 1996.~~**

A MBU will be "assigned" to supervisory duties only in the event of an emergency when there is no monitor available to perform the duties and no MBU volunteers.

**D.**     **Acting Administrators**

Acting administrators (teachers) are to receive their regular teacher's salary, a substitute if acting for the building administrator for one-half (1/2) day or more, plus up to five (5) compensatory days time for time served in this capacity.

29-4

**Special Olympics**

- A.**     Each exceptional education school will have one coordinator/coach for Special Olympics to be paid .05.

- B.** Each exceptional education school may have one assistant coordinator/coach for Special Olympics to be paid .035.

29-5

**Non-Renewal/Dismissal**

No MBU shall be non-renewed or dismissed from an extra duty position without just cause FOR THOSE EXTRA DUTIES LISTED IN 29-1-E, F, AND H; 29-2-E, F AND G; AND 29-4-A AND B.

29-6

**EXTRA DUTY SALARY SCHEDULE**

- A.** MBUs on placement levels beyond those listed below will be paid according to the maximum level of the appropriate Extra Duty schedule.

**EXTRA DUTY  
SCHEDULE A**

	BA
Level	Extra Duty
1	20,900
1.5	20,900
2	21,727
2.5	22,270
3	22,827
3.5	23,398
4	23,983
4.5	24,279
5	24,583
5.5	25,197
6	26,146
6.5	26,800
7	27,470
7.5	28,157
8	28,861
8.5	29,953
9	30,702
9.5	31,081
10	31,858
10.5	32,654
11	33,470
11.5	33,889
12	34,307

**EXTRA DUTY  
SCHEDULE B**

	MA or PhD
Level	Extra Duty
1	21,727
1.5	22,545
2	22,827
2.5	23,109
3	23,983
3.5	24,583
4	25,197
4.5	26,146
5	26,800
5.5	27,470
6	28,157
6.5	28,861
7	29,953
7.5	30,702
8	31,081
8.5	31,400
9	31,858
9.5	32,654
10	33,470
10.5	33,889
11	34,307

## ARTICLE THIRTY

### SALARY

#### 30-1

#### Salaries

A. The salary schedule for the 1996-97 and 1997-98 ~~1995-96~~ school years shall be as specified in Article 30-9-A, B, and C.

**B. INITIAL PLACEMENT FOR THE 1996-97 SCHOOL YEAR (EXPIRES JULY 1, 1997)**

**1) MBUs WILL INITIALLY BE PLACED IN THE PROFESSIONAL DEVELOPMENT COLUMN ON THE APPROPRIATE NEW SALARY SCHEDULE ACCORDING TO DEGREES EARNED FROM AN ACCREDITED COLLEGE AND/OR UNIVERSITY. PLACEMENT WILL BE AT THE LEVEL OR HALF-LEVEL THAT IS CLOSEST TO, BUT NO LESS THAN, \$1,000 ABOVE THEIR CURRENT SALARY (1995-96).**

**a) MBUs ON THE BA+45 COLUMN DURING THE 1995-96 SCHOOL YEAR WILL BE PLACED ON THE MA SCHEDULE (SCHEDULE B) IN ACCORD WITH 30-1-B-1.**

**b) MBUs ON THE MA+60 COLUMN DURING THE 1995-96 SCHOOL YEAR WILL BE PLACED ON THE PH.D. SCHEDULE (SCHEDULE C) IN ACCORD WITH 30-1-B-1.**

**c) MBUs ON THE 1995-96 AD/RN COLUMN WILL BE PLACED IN THE BA COLUMN OF THE NEW SCHEDULE A IN ACCORD WITH 30-1-B-1.**

**d) MBUs WHO OBTAIN A BA+45 BY AUGUST 14, 1996, SHALL BE PLACED ON THE MA SCHEDULE (SCHEDULE B) IN ACCORD WITH 30-1-B-1 AND 2. TRANSCRIPTS FOR THESE COURSES MUST BE SUBMITTED NO LATER THAN NOVEMBER 1, 1996. COMPENSATION WILL BE RETROACTIVE TO THE FIRST CONTRACT DATE OF THE 1996-97 SCHOOL YEAR.**

**e) MBUs WHO OBTAIN A MA+60 BY AUGUST 14, 1996, SHALL BE PLACED ON THE NEW PH.D. SCHEDULE (SCHEDULE C) IN ACCORD WITH 30-1-B-1 AND 2. TRANSCRIPTS FOR THESE COURSES MUST BE SUBMITTED NO LATER THAN NOVEMBER 1, 1996. COMPENSATION WILL BE RETROACTIVE TO THE FIRST CONTRACT DATE OF THE 1996-97 SCHOOL YEAR.**

**2) MBUs WHO, BASED ON THE 1995-96 CONSENSUS AGREEMENT, WOULD HAVE ACHIEVED AN EDUCATIONAL COLUMN ADVANCEMENT FOR THE 1996-97 SCHOOL YEAR, SHALL BE PLACED ON THE NEW SALARY SCHEDULE ACCORDING TO 30-1-B-1. HOWEVER, THEIR "CURRENT" SALARY REFERRED TO IN 30-1-B SHALL BE THE SALARY IN THE EDUCATIONAL COLUMN TO WHICH THE MBU WOULD HAVE ADVANCED. IN ORDER TO QUALIFY FOR THIS PROVISION, TRANSCRIPTS MUST BE**



SUBMITTED BY NOVEMBER 1, 1996 FOR COURSES COMPLETED PRIOR TO  
AUGUST 14, 1996. COMPENSATION WILL BE RETROACTIVE TO THE FIRST  
CONTRACT DAY OF THE 1996-97 SCHOOL YEAR.

30-2

**Schedule Placement - Newly Employed MBUs**

- A.** NEWLY EMPLOYED MBUS WILL BE PLACED ON THE APPROPRIATE SALARY SCHEDULE ACCORDING TO THEIR DEGREE EARNED FROM AN ACCREDITED COLLEGE AND/OR UNIVERSITY.
- B.** Newly employed MBUs shall be given credit on the salary schedule for each FULL year of full-time previous experience. TWO YEARS Each year of experience is the equivalent of one full LEVEL step on the salary schedule. Acceptable experience is limited to that gained within the last ten (10) years. Experience prior to earning a Bachelor's Degree and certification shall not be credited to an employee for salary purposes.
- C.** Newly employed speech pathologists, occupational and physical therapists will be given credit on the salary schedule for each FULL year of full-time previous experience. One year of experience is the equivalent of ONE LEVEL two steps on the salary schedule. Acceptable experience is limited to that gained within the last ten (10) years.
- D.**
- 1) Newly employed MBUs shall be given credit for teaching experience in the Peace Corps, overseas, in private and public schools, AND IN ACCREDITED JUNIOR COLLEGES OR UNIVERSITIES.
  - 2) Vocational teachers with degrees shall also be allowed credit for approved work experience in their teaching fields.
  - 3) Social workers shall receive credit for experience gained prior to meeting minimum certification requirements (Master's Degree) but subsequent to receipt of Bachelor's Degree.
  - 4) Psychologists shall receive credit for experience as psychologists.
  - 5) Experience credit for noncertified MBUs must be subsequent to the MBU's holding the appropriate credentials for the position.
- E.** TUSD reserves the right to evaluate previous teaching and work experience.
- F.** MBUS EMPLOYED AFTER JULY 1, 1996 ARE NOT ELIGIBLE TO MOVE BEYOND B-10 ON SCHEDULE A (BA).

30-3

**A.** SALARY LEVEL ADVANCEMENT

- 1) BEGINNING JULY 1, 1997, AND FOR EACH SUBSEQUENT YEAR:
  - a.** MBUS WILL MOVE IN THE APPROPRIATE SALARY OR PROFESSIONAL DEVELOPMENT COLUMN, SUBJECT TO C) BELOW.
  - b.** MBUS ON LEVELS B-13, M-16 OR P-16 WILL MOVE TO CAREER TEACHER LEVEL A.
  - c.** MBUS EMPLOYED PRIOR TO THE FIRST DAY OF THE SECOND SEMESTER SHALL ADVANCE ONE LEVEL. MBUS EMPLOYED

BETWEEN THE FIRST DAY OF THE SECOND SEMESTER AND THE FIRST DAY OF THE THIRD QUARTER INCLUSIVE SHALL ADVANCE ONE HALF LEVEL.

- 2) MBUs INITIALLY PLACED ON B-1 TO B-6.5 ARE NOT ELIGIBLE TO ADVANCE BEYOND B-10 ON SCHEDULE A (BA).
- 3) MBUs ON THE MA OR PH.D. SCHEDULES WILL CONTINUE TO MOVE TO THE SUCCEEDING PROFESSIONAL DEVELOPMENT LEVELS (A, B, C, D, AND E). PROVIDED THEY HAVE OBTAINED THREE CREDIT HOURS OF PROFESSIONAL DEVELOPMENT THE PREVIOUS YEAR.

B. DEGREE ADVANCEMENT

1. MBUs COMPLETING REQUIREMENTS FOR A MA DEGREE OR A PH.D. MUST SUBMIT TRANSCRIPTS REFLECTING THE AWARDING OF SAID DEGREE NO LATER THAN NOVEMBER 1 OF EACH SCHOOL YEAR FOLLOWING THE ISSUANCE OF THE DEGREE. COMPENSATION WILL BE ADJUSTED RETROACTIVELY TO THE FIRST CONTRACT DAY OF THE SCHOOL YEAR. THE DISTRICT WILL ESTABLISH CRITERIA FOR OCCUPATIONAL THERAPISTS/PHYSICAL THERAPISTS WHICH WILL ALLOW THEM TO ADVANCE TO THE MA SCHEDULE UNDER THE PROVISIONS OF THIS SECTION UPON MEETING THE CRITERIA.
2.
  - a) MBUs WHO COMPLETE THE REQUIREMENTS FOR A MASTER'S DEGREE PRIOR TO THE START OF THE CONTRACT YEAR WILL MOVE TO THE MA SCHEDULE ON THE SALARY LEVEL THAT IS AT LEAST \$2,000 ABOVE THE SALARY THEY WOULD HAVE OBTAINED ON THE BA SCHEDULE.
  - b) MBUs WHO COMPLETE THE REQUIREMENTS FOR A PH.D. PRIOR TO THE START OF THE CONTRACT YEAR WILL MOVE TO THE SAME LEVEL ON THE PH.D. SCHEDULE THEY WOULD HAVE OBTAINED ON THE MA SCHEDULE.

C. PROFESSIONAL DEVELOPMENT

1. MBUs PARTICIPATING IN TUSD'S APPROVED STAFF DEVELOPMENT, OTHER APPROVED COURSES, OR COURSES TO ACQUIRE A SPECIFIC TEACHING CERTIFICATE OR ENDORSEMENT, OR AN ADVANCED DEGREE, MUST SUBMIT AN INTENT FORM BY APRIL 1 IN ORDER TO QUALIFY FOR PROFESSIONAL DEVELOPMENT CREDIT FOR THE FOLLOWING SCHOOL YEAR.
2. IN ORDER TO BE CONSIDERED FOR PROFESSIONAL DEVELOPMENT CREDIT FOR THE FOLLOWING SCHOOL YEAR, COURSES MUST BE SUCCESSFULLY COMPLETED WITHIN THE TWELVE (12) MONTH PERIOD PRIOR TO THE FIRST DAY FOR STUDENTS OF THAT SCHOOL YEAR.

**3. PRIOR TO NOVEMBER 1, 1997, MBUS MUST SUBMIT THE FOLLOWING IN ORDER TO QUALIFY FOR PROFESSIONAL DEVELOPMENT IN ACCORD WITH 30-3-C-4:**

- a) OFFICIAL COLLEGE OR UNIVERSITY TRANSCRIPTS WHICH WERE SUCESSFULLY COMPLETED WITH A "C" OR BETTER, OR A "PASSING" DESIGNATION; AND/OR**
- b) CERTIFICATES OR LETTERS OF COMPLETION FOR COURSES APPROVED BY TUSD STAFF DEVELOPMENT.**

**4. PROFESSIONAL DEVELOPMENT CREDIT**

**A. MBUS WHO COMPLETE THREE CREDITS OF DISTRICT-APPROVED PROFESSIONAL DEVELOPMENT WILL IN THE SUBSEQUENT YEAR:**

- 1. MOVE TO THE PROFESSIONAL DEVELOPMENT COLUMN; OR**
- 2. REMAIN ON THE PROFESSIONAL DEVELOPMENT COLUMN.**

**B. ONE CREDIT HOUR IS EQUAL TO FIFTEEN (15) HOURS OF CLASS TIME.**

**C. MBUS MAY NOT SUBMIT CREDITS EARNED THROUGH EDUCATIONAL COURSE WORK OR TUSD STAFF DEVELOPMENT WHEN TUSD HAS PROVIDED RELEASED TIME, REGISTRATION FEE(S), TUITION, REIMBURSEMENT OR COMPENSATION IN ANY OTHER FORM.**

**D. MBUS WHO DO NOT COMPLETE THREE (3) CREDITS OF DISTRICT-APPROVED PROFESSIONAL DEVELOPMENT WILL IN THE SUBSEQUENT YEAR:**

- 1. REVERT TO THE SALARY COLUMN FROM THE PROFESSIONAL DEVELOPMENT COLUMN; OR**
- 2. REMAIN ON THE SALARY COLUMN.**

**30-4** Contracts reflecting salary CHANGES FOR DEGREE ADVANCEMENT AND/OR PROFESSIONAL DEVELOPMENT shall be up-dated and re-issued to MBUs by October 15 or within thirty (30) days of submission to the District, whichever is later.

**30-5** Longevity Bonus

Length of service shall be recognized by adding to the MBU's salary the following appropriate bonus:

Years of Service	Amount
21-30	\$350.00
31 or more	\$700.00

**30-6** Pay Plan Procedure

A. MBUs not working in a "year round" program have the option of selecting one (1) of three (3) pay plans:

- 1. Every other Friday during the school year -- twenty (20) equal checks.

2. Twenty-six (26) equal amounts--twenty (20) to be paid every other Friday during the school year and the remainder paid in a lump sum on the normal bi-weekly payday of the pay period encompassing the last day of school. This option is only available to the MBUs employed as of the first contract date of the school year.
  3. Twenty-six (26) equal checks to be paid every other Friday. During summer vacation checks are to be mailed to the MBU's summer address. This option is only available to MBUs employed as of the first contract date of the school year.
- B. MBUS working in a "year round" program have the option of selecting one of the following plans:
1. Twenty-six (26) equal checks to be paid every other Friday. During summer vacation checks are to be mailed to the MBU's summer address.
  2. Twenty-six equal amounts - twenty-three to be paid every other Friday during the school year, and the remainder to be paid in a lump sum on the normal bi-weekly pay day of the pay period encompassing the last day of school.

**30-7**

**Extended Contracts**

- A. In the event the number of days in a MBU's contract is extended, that MBU shall be paid at the daily rate of 1/202 his/her scheduled salary per additional day. MBUs on an extended contract shall receive all holidays and benefits received by MBUs during the school year.
- B. All counselors shall have five (5) additional days added to their school year. These days shall be applied toward five (5) days compensatory time during the regular school year.

**30-8**

**Partial Contracts**

MBUs employed less than full time shall be paid pro rata salary and benefits. Part-time classroom MBUs shall be paid salary and benefits in accordance with the number of classes taught (1/5, 2/5, 1/2, 3/5 or 4/5). Non-classroom part-time teachers shall be paid salary and benefits in accordance with the proration of the normal work day employed.

**30-9**

- A. **B.A. Salary Schedule**  
B. **M.A./M.Ed Salary Schedule**  
C. **Ph.D./Ed.D. Salary Schedule**

BA PLACEMENT LEVEL		BA PROFESSIONAL DEVELOPMENT
B-1	21,750	
B-1.5	22,000	22,500
B-2	22,500	23,000
B-2.5	23,000	23,500
B-3	23,500	24,000
B-3.5	24,000	24,500
B-4	24,500	25,000
B-4.5	25,000	25,500
B-5	25,500	26,000
B-5.5	26,000	26,500
B-6	26,750	27,250
B-6.5	27,500	28,000
B-7	28,250	28,750
B-7.5	29,000	29,500
B-8	29,750	30,250
B-8.5	30,500	31,000
B-9	31,250	31,750
B-9.5	31,750	32,250
B-10	32,750	33,250
B-10.5	33,250	33,750
B-11	34,250	34,750
B-11.5	34,750	35,500
B-12	35,000	36,000
B-12.5	36,000	36,500
B-13	36,750	37,250
BA CAREER TEACHER		37,750

M.A./M.Ed. PLACEMENT LEVEL		M.A./M.Ed. PROFESSIONAL DEVELOPMENT
M-1	24,500	
M-1.5	25,000	25,500
M-2	25,500	26,000
M-2.5	26,000	26,500
M-3	26,750	27,250
M-3.5	27,500	28,000
M-4	28,250	28,750
M-4.5	29,000	29,500
M-5	29,750	30,250
M-5.5	30,500	31,000
M-6	31,250	31,750
M-6.5	32,000	32,500
M-7	32,750	33,250
M-7.5	33,500	34,000
M-8	34,000	34,500
M-8.5	34,500	35,000
M-9	35,000	35,500
M-9.5	35,750	36,250
M-10	36,500	37,000
M-10.5	37,000	37,500
M-11	37,500	38,000
M-11.5	38,000	38,500
M-12	38,750	39,250
M-12.5	39,500	40,000
M-13	40,250	40,750
M-13.5	41,250	41,750
M-14	41,750	42,250
M-14.5	42,250	42,750
M-15	43,000	43,500
M-15.5	44,000	44,500
M-16	45,000	45,500
M.A./M.Ed. CAREER TEACHER		
MA - A	46,000	46,500
MA - B		47,000
MA - C		47,500
MA - D		48,000
MA - E		48,500

Ph.D. / Ed.D. PLACEMENT LEVEL		Ph.D./Ed.D. PROFESSIONAL DEVELOPMENT
P-1	26,500	
P-1.5	27,000	27,500
P-2	27,500	28,000
P-2.5	28,000	28,500
P-3	28,500	29,000
P-3.5	29,000	29,500
P-4	29,500	30,000
P-4.5	30,000	30,500
P-5	31,000	31,500
P-5.5	31,750	32,250
P-6	32,500	33,000
P-6.5	33,000	33,500
P-7	33,500	34,000
P-7.5	34,250	34,750
P-8	35,000	35,500
P-8.5	35,750	36,250
P-9	36,250	36,750
P-9.5	37,250	37,750
P-10	38,000	38,500
P-10.5	38,500	39,000
P-11	39,500	40,000
P-11.5	40,000	40,500
P-12	40,500	41,000
P-12.5	41,000	41,500
P-13	41,500	42,000
P-13.5	42,000	42,500
P-14	42,500	43,000
P-14.5	43,500	44,000
P-15	44,000	44,500
P-15.5	44,750	45,250
P-16	45,750	46,250
Ph.D./Ed.D CAREER TEACHER		
P - A	46,750	47,250
P - B		47,750
P - C		48,250
P - D		48,750
P - E		49,250

## **ARTICLE THIRTY-ONE**

### **NO REPRISALS**

#### **31-1 Board Reprisals**

The Board hereby terminates with prejudice all legal and court actions against the TEA, AEA, or NEA associated with the strike against the District October 2-6, 1978. Neither the Board nor its supervisory employees shall engage in any reprisals against the TEA, AEA, NEA and persons involved in the controversy by reason of any strike action before October 8, 1978.

#### **31-2 TEA Reprisals**

By reason of any activity or event on or before October 8, 1978, there shall be no reprisals by the TEA, AEA, and NEA against TUSD of Pima County, AZ and/or any persons involved in the strike against the District October 2-6, 1978.

## ARTICLE THIRTY-TWO

### CONTRACTS

#### 32-1 Certificated Teacher Contracts

Each certificated teacher as defined by Arizona State Law employed by Tucson Unified School District shall be issued the following contract:

TUCSON UNIFIED SCHOOL DISTRICT  
Tucson, Arizona  
CONTRACT

\_\_\_\_\_ being appointed hereby to perform duties in a certificated position in the Tucson Unified School District for the school year, effective \_\_\_\_\_, and who holds or will hold a legal Arizona Certificate appropriate to the position, hereby agrees to perform faithfully all duties assigned according to law and the rules legally established for the government and operation of the schools.

In consideration of said services, satisfactorily performed, the Governing Board, on behalf of the School District, agrees to pay the above-named individual for the term of this contract at the rate of \$ \_\_\_\_\_ for \_\_\_\_\_ SCHEDULE AND column, for PLACEMENT LEVEL, step \_\_\_\_\_ including \$ \_\_\_\_\_ Longevity Bonus.

In case of termination of this contract before the expiration thereof, the total amount to be received under this contract shall be determined by the ratio the number of days of service bears to the total number of days listed in the school calendar for that year. In case of employment after the school year has started, the remuneration for the balance of the year shall be determined by the ratio the number of remaining school calendar days bears to the total number of days listed in the school calendar for that year.

I hereby accept this appointment subject to the provisions listed above. I understand that failure to return this contract to the Human Resources Department within thirty (30) days properly signed will void this offer of employment.

\_\_\_\_\_  
Teacher

Approved at a legally convened meeting of the Governing Board, Tucson Unified School District,

Pima County, Arizona, held on: \_\_\_\_\_.

\_\_\_\_\_  
Superintendent of Schools

**32-2 Non-certificated Member of the Bargaining Unit  
Contract**

Each member of this bargaining unit who is not a certificated teacher as defined by Arizona State law, shall be issued the following contract:

TUCSON UNIFIED SCHOOL DISTRICT  
Tucson, Arizona  
CONTRACT

\_\_\_\_\_, being appointed hereby to perform duties as a \_\_\_\_\_ in the Tucson Unified School District effective \_\_\_\_\_ and who holds or will hold a legal Arizona license appropriate to the position, hereby agrees to faithfully perform all duties assigned according to law and rules legally established for the government and operation of the schools.

In consideration of said services, satisfactorily performed, the Governing Board on behalf of the school district, agrees to pay the above named individual according to the schedule listed below:

In case of termination of this contract before the expiration thereof, the total amount to be received under this contract shall be determined by the ratio the number of days of service bears to the total number of days listed in the school calendar for that year. In case of employment after the school year has started, the remuneration for the balance of the year shall be determined by the ratio the number of remaining school calendar days bears to the total number of days listed in the school calendar for that year.

Employee and District agree that this Agreement does not come within and is not issued pursuant to the Arizona tenure law. However, termination of this contract shall be in accordance with District policies and the terms of the Consensus Agreement.

I hereby accept this appointment subject to the provisions listed above. I understand that failure to return this contract to the Human Resources Department within thirty (30) days properly signed will void this offer of employment.

\_\_\_\_\_  
Employee

Approved at a legally convened meeting of the Governing Board, Tucson Unified School District, Pima County, Arizona, held on \_\_\_\_\_.

\_\_\_\_\_  
Superintendent of Schools



### ARTICLE THIRTY-THREE

#### WAIVER

- 33-1 During the term of this Agreement, the Association and the District expressly waive and relinquish the right to negotiate with each other, and neither party shall be obligated to negotiate with each other with respect to any subject matter, whether or not referred to or covered in this Agreement, except as specifically provided in this Agreement or by mutual consent of the parties.

### ARTICLE THIRTY-FOUR

#### SITE-BASED DECISION MAKING (SBDM) and CHARTER SCHOOLS

34-1 **Purpose**

The Association and the District agree that all employees function more effectively and are more productive when they are given increased responsibility for making decisions with regard to their day-to-day affairs. An atmosphere where decision making is a collegial, shared process fosters an exchange of ideas and information so necessary for effective professional practice and for an improved education process. The Association and District agree to continue pursuing jointly the development of a site-based decision making program during the period of this Agreement.

34-2 **SBDM and Charter Schools Committee**

The Joint SBDM and Charter Schools Committee shall be continued for the duration of this Agreement. The committee shall consist of TWELVE (12) ~~eight (8)~~ members, of whom SIX (6) ~~four (4)~~ shall be appointed by the Association and SIX (6) ~~four (4)~~ by the Superintendent. TWO OF THE SIX APPOINTED BY THE ASSOCIATION AND TWO OF THE SIX APPOINTED BY THE SUPERINTENDENT SHALL BE NON-EMPLOYEE PARENTS OF TUSD STUDENTS. THE PARENT REPRESENTATIVES SHALL BE MEMBERS OF A PARENT ORGANIZATION, SUCH AS SCPC. The Association President, the Superintendent, and the SCPC President shall be ex-officio, nonvoting members of the SBDM and Charter Schools Committee. The committee shall establish its own rules of procedure, including selection of a chairperson. Members will serve on the SBDM and Charter Schools Committee for the term of this Agreement.

34-3 **Phase-In Plan**

The phase-in plan developed by the TUSD/TEA Joint SBDM and Charter Schools Committee, which has been adopted by the TUSD Governing Board, will be the process for instituting SBDM and sponsoring charter schools in the District. Prior to recommending any change in the plan, the Superintendent will consult with the Joint SBDM and Charter Schools Committee.

34-4 **Charter Schools**

The District may sponsor a school as a charter school only if the following criteria are met:

- A. All MBUs and White Collar/Food Service employees of the charter school shall be employees of the District.

- B. All provisions of this Agreement and the Agreement for White Collar/Food Service employees shall be in full force and effect at the charter school.
- C. The school shall follow the provisions of Phase Five of the TUSD/TEA SBDM and Charter School Framework Phase-In Plan.

## ARTICLE THIRTY-FIVE

### PSYCHOLOGISTS

Psychologists are members of the bargaining unit and entitled to all rights and procedures contained in this Agreement with the following exceptions:

- 35-1 **Article 1 - Definitions**  
For psychologists, site assignments are the service centers to which they report.
- 35-2 **Article 6 - Assignment**  
Psychologists may be assigned to more than five (5) sites.
- 35-3 **Article 9 - Normal Work Day**  
Except for Articles 9-1-A & B and 9-2 which shall apply, the balance of this article does not apply to psychologists.

## ARTICLE THIRTY-SIX

### DURATION

- 36-1 THE PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE AS OF JULY 1, 1996, AND SHALL CONTINUE IN FULL FORCE AND EFFECT THROUGH THE 30TH DAY OF JUNE, 1997. IT IS THE INTENT OF THE PARTIES TO MAKE THE AGREEMENT EFFECTIVE UNTIL JUNE 30, 1998, AND FOR THAT PURPOSE AND TO ADDRESS THE STATUTORY LIMITATIONS OF A.R.S. 15-502, RATIFICATION OF THE SECOND YEAR OF THE AGREEMENT SHALL BE PLACED ON THE FIRST GOVERNING BOARD MEETING AGENDA AFTER JULY 1, 1996. UPON RATIFICATION BY THE TUSD GOVERNING BOARD, THIS AGREEMENT SHALL BE EFFECTIVE UNTIL JUNE 30, 1998.